

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

ORIGINAL
FILED IN CLERK'S OFFICE
U.S.D.C.

FEB 09/2004

By: *[Signature]* Clerk
Deputy Clerk

LARRY WHISTLER
a/k/a LARRY ZBYSZKO
a/k/a/ THE LIVING LEGEND,
an individual

Plaintiff,

vs.

WORLD WRESTLING
FEDERATION ENTERTAINMENT,
INC., a Delaware corporation,

Defendant.

Civil Action No.: 1 02- CV-1008 -cr

**NOTICE OF FILING CERTIFIED COPY OF
CHAPTER 13 BANKRUPTCY FILE**

COMES NOW Defendant World Wrestling Entertainment, Inc., ("WWE") and hereby gives notice of the filing in this action of the attached certified copy of the entire file in that certain Chapter 13 bankruptcy case filed by Lawrence and Kathleen Whistler as Debtors in the United States Bankruptcy Court, Northern District of Georgia, Atlanta Division, Bankruptcy Case No. 02-91266, which is hereby submitted in support of WWE's Motion for Summary Judgment on the basis of judicial estoppel.

Respectfully submitted,



Attorneys for Defendant
World Wrestling Entertainment, Inc.

John L. Taylor, Jr.
Georgia Bar No. 700400
Celeste McCollough
Georgia Bar No. 487013
CHOREY, TAYLOR & FEIL
The Lenox Building, Suite 1700
3399 Peachtree Road, N.E.
Atlanta, Georgia 30326
(404) 841-3200
(404) 841-3221 (fax)

and

Jerry S. McDevitt
Curtis B. Krasik
Julie R. Fenstermaker
KIRKPATRICK & LOCKHART LLP
Henry W. Oliver Building
535 Smithfield Street
Pittsburgh, PA 15222
(412) 355-6500
(412) 355-6501 (fax)

CERTIFICATION

Pursuant to Local Rule 7.1D, counsel for Defendant hereby
certify that this document has been prepared with Times New Roman font
(14 point).

IN THE UNITED STATES DISTRICT COURT FOR THE
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

LARRY WHISTLER
a/k/a LARRY ZBYSZKO
a/k/a THE LIVING LEGEND,
an individual,

Plaintiff,

vs.

WORLD WRESTLING
ENTERTAINMENT, INC., a Delaware
corporation,

Defendants.

Civil Action No. 1 02-CV-1008

CERTIFICATE OF SERVICE

I hereby certify that on this 4th day of February, 2004, I served
opposing counsel with the foregoing ***Notice of Filing Certified Copy of
Chapter13 Bankruptcy File*** by First Class Mail to the following address:

Joel D. Myers, Esquire
Myers & Kaplan Intellectual Property Law LLC
1899 Powers Ferry Road
Suite 310
Atlanta, GA 30339

B 131
9/94

United States Bankruptcy Court

Northern District Of Georgia

In re: Lawrence & Kathleen Whistler

Case No. 02-91266-SWC

Debtor : Lawrence & Kathleen Whistler

EXEMPLIFICATION CERTIFICATE

W. Yvonne Evans

I, _____, clerk of the bankruptcy court for this district and keeper of the records and seal of the court, certify that the documents attached are true copies of Case Number 02-91266-SWC consisting of 5-pages of the docket text, 130-pages of the entire docket contents, 4- pages of the list of creditors, 9-pages of The claims register, and 91 pages of the Proof of claims. For a total of 239 pages.

now remaining among the records of the court In testimony of this statement, I sign my name, and affix the seal of this court at Atlanta, in the State of Georgia, this 30th Day Of January, 2004.

[Seal of Court]

W. Yvonne Evans
Clerk of the Bankruptcy Court

I, Joyce Bihary, Chief, bankruptcy judge for this district certify that W. Yvonne Evans is and was at the date of the above certificate clerk of the bankruptcy court for this district, duly appointed and sworn, and keeper of the records and seal of the court, and that the above certificate of the clerk and the clerk's attestation are in due form of law.

January 30, 2004
Date

Joyce Bihary
Bankruptcy Judge

W. Yvonne Evans

I, W. Yvonne Evans clerk of the bankruptcy court for this district and keeper of the seal of the court, certify that the Honorable Joyce Bihary is and was on the date of the above certificate a judge of this court, duly appointed and sworn; and that I am well acquainted with this handwriting and official signature and know and certify the signature written above to be that of the judge.

In testimony of this statement, I sign my name, and affix the seal of the court at Atlanta, in the State of Georgia, this 30th Day of January, 2004.

[Seal of Court]

W. Yvonne Evans
Clerk of the Bankruptcy Court

CLOSED

**U.S. Bankruptcy Court
Northern District of Georgia (Atlanta)
Bankruptcy Petition #: 02-91266-swc**

Assigned to: Judge Stacey W. Cotton
Chapter 13
Voluntary
Asset

Date Filed: 02/04/2002
Date Terminated: 12/20/2002
Date Dismissed: 11/20/2002

Lawrence Whistler
425 Red Jacket Way
Alpharetta, GA 30005
SSN: xxx-xx-3689
Debtor
aka
Larry Zbyszko

represented by **David L. Miller**
Law Offices of David L. Miller
Suite 2615 - Tower Place 100
3340 Peachtree Rd. N.E.
Atlanta, GA 30326
(404) 231-1933

Robert J. Goldman
2613G Paces Ridge
Atlanta, GA 30339
678-427-7386

Kathleen Whistler
425 Red Jacket Way
Alpharetta, GA 30005
SSN: xxx-xx-5986
Debtor

represented by **David L. Miller**
(See above for address)

Robert J. Goldman
(See above for address)

James H. Bone
Standing Chapter 13 Trustee
Suite 1100 Equitable Bldg.
100 Peachtree Street, NW
Atlanta, GA 30303-1901
404-525-2555
Trustee

represented by **Daniel L. Gibbs**
James H. Bone
Suite 1100
100 Peachtree Street
Atlanta, GA 30303
404-525-2555

Filing Date	#	Docket Text
02/04/2002	<u>1</u>	Voluntary Petition (Chapter 13) Fee Collected \$ 185 Receipt Number 542693.. Schedules A-J due 2/19/2002. Statement of Financial Affairs due 2/19/2002. Atty Disclosure State. due 2/19/2002. Summary of schedule due 2/19/2002. Chapter 13 Plan due by 2/19/2002. Filed by David L. Miller of Law Offices of David L. Miller on behalf of

		Lawrence Whistler, Katherine Whistler. (Simpson, Karen) (Entered: 02/05/2002)
02/04/2002		Meeting of Creditors (Chapter 13). 341 Meeting to be held on 3/15/2002 at 01:30 PM at Hearing Room 367, Atlanta. Confirmation Hearing to be held on 4/16/2002 at 09:30 AM at Courtroom 1404, Atlanta. Proof of Claims due by 6/13/2002. (Simpson, Karen) (Entered: 02/05/2002)
02/07/2002	<u>2</u>	Notice of Filing of Bankruptcy Case, Meeting of Creditors & Deadlines and Order and Notice w/Certificate of Service by BNC Service Date 02/07/02. (Admin.) (Entered: 02/08/2002)
02/19/2002	<u>3</u>	Motion to Extend Time <i>To File Schedules</i> filed by David L. Miller on behalf of Katherine Whistler, Lawrence Whistler. (Smith, Melba) (Entered: 02/20/2002)
02/27/2002	<u>4</u>	Order GRANTING Motion to Extend Time to file Schedules up to and including February 26, 2002 (Related Doc # <u>3</u>). Service by BNC. Entered on 2/27/2002. (Smith, Melba)
03/01/2002	<u>5</u>	BNC Certificate of Service of Order on Motion to Extend Time Service Date 03/01/02. (Related Doc # <u>4</u>) (Admin.) (Entered: 03/02/2002)
03/01/2002	<u>6</u>	Motion to Extend Time <i>To File Chapter 13 Schedules and Plan</i> filed by David L. Miller on behalf of Katherine Whistler, Lawrence Whistler. (Smith, Melba) (Entered: 03/05/2002)
03/04/2002	<u>7</u>	Request for addition to list of creditors and request for notices filed by General Motors Acceptance Corporation. (Smith, Melba) (Entered: 03/06/2002)
03/08/2002	<u>8</u>	Order GRANTING Motion to Extend Time To File Chapter 13 Schedules and Plan up to and including March 5, 2002(Related Doc # <u>6</u>). Service by BNC. Entered on 3/8/2002. (Smith, Melba)
03/10/2002	<u>9</u>	BNC Certificate of Service of Order on Motion to Extend Time Service Date 03/10/02. (Related Doc # <u>8</u>) (Admin.) (Entered: 03/11/2002)
03/12/2002	<u>10</u>	Statement of Financial Affairs, Schedules <i>A thru J</i> , Attorney Disclosure Statement <i>and Summary of Schedules</i> (related document(s) <u>1</u>) filed by David L. Miller on behalf of Katherine Whistler, Lawrence Whistler. (Smith, Melba) (Entered: 03/13/2002)
03/12/2002	<u>11</u>	Chapter 13 Plan (related document(s)[<u>1</u>]) filed by David L. Miller on

		behalf of Katherine Whistler, Lawrence Whistler. (Smith, Melba) (Entered: 03/13/2002)
03/12/2002		Request for Plan Summary Notice (Smith, Melba) (Entered: 03/13/2002)
03/15/2002	<u>12</u>	Notice of Plan Summary. Service by BNC Service Date 03/15/02. (Admin.) (Entered: 03/16/2002)
03/15/2002		Meeting of Creditors Rescheduled 341 Meeting to be held on 3/28/2002 at 01:00 PM at Hearing Room 368, Atlanta. (Collins, Donna) (Entered: 03/29/2002)
03/22/2002	<u>13</u>	Change of Address of <i>Kohl's Department Store</i> filed by Kohl's Department Stores. (Smith, Melba) (Entered: 03/26/2002)
03/27/2002	<u>14</u>	Objection to Confirmation of Plan filed by Daniel L. Gibbs on behalf of James H. Bone. (Gibbs, Daniel)
03/28/2002		Meeting of Creditors Held. (Yarn, Betty) (Entered: 04/11/2002)
04/03/2002	<u>15</u>	Motion for Relief from Co-Debtor Stay <i>Timothy Whistler and</i> , Motion for Relief from Stay Receipt Number 01002741., Fee Collected \$ 75 filed by Gregson T. Haan on behalf of General Motors Acceptance Corporation. Objections due by 4/26/2002.Hearing to be held on 5/16/2002 at 09:30 AM at Courtroom 1404, Atlanta, (Smith, Melba) (Entered: 04/04/2002)
04/04/2002	<u>16</u>	Objection to Confirmation of Plan filed by Daniel L. Gibbs on behalf of James H. Bone. (Gibbs, Daniel)
04/16/2002		Confirmation Hearing Rescheduled (related document(s) <u>11</u> , <u>14</u> , <u>16</u>) Confirmation Hearing to be held on 5/14/2002 at 09:30 AM at Courtroom 1404, Atlanta. (Glasper El, Josette) (Entered: 04/17/2002)
05/14/2002		Confirmation Hearing Rescheduled (related document(s) <u>11</u> , <u>14</u> , <u>16</u>) Confirmation Hearing to be held on 7/2/2002 at 09:30 AM at Courtroom 1404, Atlanta. (Glasper El, Josette)
05/14/2002	<u>17</u>	Amendment to Voluntary Petition to <i>change the spelling of Debtor (Katherine to Kathleen Whistler and to add an alias to Debtor Lawrence Whistler</i> , Amendment to Schedules <i>B, D, J and Plan</i> (related document(s) <u>1</u>) filed by David L. Miller on behalf of Katherine Whistler, Lawrence Whistler. (Smith, Melba) (Entered: 05/15/2002)
05/14/2002	<u>18</u>	Amended Chapter 13 Plan , <i>Chapter 13 Petition and Schedules</i> (related document(s) <u>11</u>) filed by David L. Miller on behalf of

		Katherine Whistler, Lawrence Whistler. (Smith, Melba) (Entered: 05/15/2002)
05/14/2002	<u>19</u>	Certificate of Service on Amendment to Chapter 13 Petition, Schedules and Plan (related document(s) <u>18</u> , <u>17</u>) filed by David L. Miller on behalf of Kathleen Whistler, Lawrence Whistler. (Smith, Melba) (Entered: 05/15/2002)
05/21/2002	<u>20</u>	Order GRANTING Motion for Relief from Stay and Motion for Relief from Co-Debtor Stay (Timothy Whistler) filed by General Motors Acceptance Corporation (Related Doc # <u>15</u>) Service by BNC Entered on 5/21/2002. (Smith, Melba) Modified on 5/21/2002 (Smith, Melba).
05/23/2002	<u>21</u>	BNC Certificate of Service of Order on Motion for Relief from Stay Service Date 05/23/02. (Related Doc # <u>20</u>) (Admin.) (Entered: 05/24/2002)
07/02/2002		Confirmation of Ch. 13 Plan - Request for Computer Generated Order. (Glasper El, Josette)
07/04/2002	<u>22</u>	Order Confirming Plan (13) with Certificate of Service by BNC Service Date 07/04/02. (Admin.) (Entered: 07/05/2002)
07/16/2002	<u>23</u>	Motion for Relief from Stay Receipt Number 1009141., Fee Collected \$ 75 filed by Mary Ida Townson on behalf of Bank of America Mortgage. (Townson, Mary) Modified Receipt Information Only on 7/19/2002 (Malave, Yary).
07/17/2002	<u>24</u>	Notice of Assignment of Hearing re: Motion for Relief from Stay filed by Bank of America. Creditor's Atty. to serve (related document(s) <u>23</u>) Hearing to be held on 9/12/2002 at 09:30 AM at Courtroom 1404, Atlanta, (Thomas, Nicole) (Entered: 07/18/2002)
07/23/2002	<u>25</u>	Certificate of Service (related document(s) <u>23</u> , <u>24</u>) filed by Mary Ida Townson on behalf of Bank of America Mortgage. (Townson, Mary)
09/18/2002	<u>26</u>	Notice of Appearance (Attorney) filed by Thomas A. Lee III on behalf of American Express Centurion Bank. (Lee, Thomas)
09/24/2002	<u>27</u>	Notice of Appearance (Attorney) filed by Thomas A. Lee III on behalf of American Express Travel Related Services Co., Inc.. (Lee, Thomas)
09/26/2002	<u>28</u>	Notice of Intent to Pay Late-Filed Claim of <i>Citifinancial</i> in the amount of \$ 6,551.38 unless objections are filed by debtor or debtor's attorney within 20 days Daniel L. Gibbs filed by on behalf of James H. Bone. (Gibbs, Daniel)

11/04/2002	<u>29</u>	Order GRANTING Motion for Relief from Stay filed by Bank of America Mortgage (Related Doc # <u>23</u>) Service by BNC Entered on 11/4/2002. (Smith, Melba)
11/06/2002	<u>30</u>	BNC Certificate of Service of Order on Motion for Relief from Stay Service Date 11/06/02. (Related Doc # <u>29</u>) (Admin.) (Entered: 11/07/2002)
11/13/2002	<u>31</u>	Motion <i>by Attorney for Leave to Withdraw with c/s</i> filed by Robert J. Goldman on behalf of Kathleen Whistler, Lawrence Whistler. (Bennington, Merrill) (Entered: 11/14/2002)
11/15/2002	<u>32</u>	Certification of Non-Compliance of Debtor filed by Daniel L. Gibbs on behalf of James H. Bone. (Gibbs, Daniel)
11/20/2002	<u>33</u>	Order Dismissing Case with Certificate of Service by BNC Service Date 11/20/02. (Related Doc # <u>32</u>) (Admin.) (Entered: 11/21/2002)
12/19/2002	<u>34</u>	Final Report and Accounting filed by Daniel L. Gibbs on behalf of James H. Bone. (Gibbs, Daniel)
12/20/2002		Case Closed. (Smith, Melba)
12/22/2002	<u>35</u>	Order Approving Account, Discharging Trustee and Closing Estate w/Certificate of Mailing by BNC Service Date 12/22/02. (Admin.) (Entered: 12/26/2002)

(Official Form 1) (9/97)

FORM B1 United States Bankruptcy Court Northern District of Georgia Atlanta Division		Voluntary Petition U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF GEORGIA ATLANTA DIVISION																
Name of Debtor (if individual, enter Last, First, Middle): Whistler, Lawrence		Name of Joint Debtor (Spouse) (Last, First, Middle): Whistler, Katherine																
All Other Names used by the Debtor in the last 6 years (include married, maiden, and trade names):		All Other Names used by the Joint Debtor in the last 6 years (include married, maiden, and trade names):																
Soc. Sec. / Tax I.D. No. (if more than one, state all): 163-44-3689		Soc. Sec. / Tax I.D. No. (if more than one, state all): 477-56-5986																
Street Address of Debtor (No. & Street, City, State & Zip Code): 425 Red Jacket Way Alpharetta, GA 30005		Street Address of Joint Debtor (No. & Street, City, State & Zip Code): 425 Red Jacket Way Alpharetta, GA 30005																
County of Residence or of the Principal Place of Business: Fulton		County of Residence or of the Principal Place of Business: Fulton																
Mailing Address of Debtor (if different from street address):		Mailing Address of Joint Debtor (if different from street address):																
Location of Principal Assets of Business Debtor (if different from street address above):		02-91266																
Information Regarding the Debtor (Check the Applicable Boxes)																		
Venue (Check any applicable box):																		
<input checked="" type="checkbox"/> Debtor has been domiciled or has had a residence, principal place of business, or principal assets in this District for 180 days immediately preceding the date of this petition or for a longer part of such 180 days than in any other District. <input type="checkbox"/> There is a bankruptcy case concerning debtor's affiliate, general partner, or partnership pending in this District																		
Type of Debtor (Check all boxes that apply) <input checked="" type="checkbox"/> Individual(s) <input type="checkbox"/> Railroad <input type="checkbox"/> Corporation <input type="checkbox"/> Stockbroker <input type="checkbox"/> Partnership <input type="checkbox"/> Commodity Broker <input type="checkbox"/> Other		Chapter or Section of Bankruptcy Code Under Which the Petition is Filed (Check one box) <input type="checkbox"/> Chapter 7 <input type="checkbox"/> Chapter 11 <input checked="" type="checkbox"/> Chapter 13 <input type="checkbox"/> Chapter 9 <input type="checkbox"/> Chapter 12 <input type="checkbox"/> Sec. 304 - Case ancillary to foreign proceeding																
Nature of Debts (Check one box) <input checked="" type="checkbox"/> Consumer/Non-Business <input type="checkbox"/> Business		Filing Fee (Check one box) <input checked="" type="checkbox"/> Full Filing Fee Attached <input type="checkbox"/> Filing Fee to be paid in installments (Applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments. Rule 1006(b). See Official Form No. 3.																
Chapter 11 Small Business (Check all boxes that apply) <input type="checkbox"/> Debtor is a small business as defined in 11 U.S.C. § 101 <input type="checkbox"/> Debtor is and elects to be considered a small business under 11 U.S.C. § 1121(c) (Optional)		THIS SPACE IS FOR COURT USE ONLY JUDGE COTTON KANN DRAKE BINARY INTERPRETING 1 6 11 12 13 14 15 16 2 7 17 18 19 20 21 22 3 8 23 24 25 26 27 28 4 9 29 30 31 32 33 34 5 10 35 36 37 38 39 40 PER <u>155</u> <u>138</u> DATE <u>2/9/04</u> ADDRESS <u>930</u>																
Statistical/Administrative Information (Estimates only) <input type="checkbox"/> Debtor estimates that funds will be available for distribution to unsecured creditors. <input checked="" type="checkbox"/> Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors.																		
Estimated Number of Creditors 1-15 16-49 50-99 100-199 200-999 1000+ over <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>																		
Estimated Assets <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%;">\$0 to \$50,000</td> <td style="width: 12.5%;">\$50,001 to \$100,000</td> <td style="width: 12.5%;">\$100,001 to \$500,000</td> <td style="width: 12.5%;">\$500,001 to \$1 million</td> <td style="width: 12.5%;">\$1,000,001 to \$10 million</td> <td style="width: 12.5%;">\$10,000,001 to \$50 million</td> <td style="width: 12.5%;">\$50,000,001 to \$100 million</td> <td style="width: 12.5%;">More than \$100 million</td> </tr> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>			\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million											
<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											
Estimated Debts <table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%;">\$0 to \$50,000</td> <td style="width: 12.5%;">\$50,001 to \$100,000</td> <td style="width: 12.5%;">\$100,001 to \$500,000</td> <td style="width: 12.5%;">\$500,001 to \$1 million</td> <td style="width: 12.5%;">\$1,000,001 to \$10 million</td> <td style="width: 12.5%;">\$10,000,001 to \$50 million</td> <td style="width: 12.5%;">\$50,000,001 to \$100 million</td> <td style="width: 12.5%;">More than \$100 million</td> </tr> <tr> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>		\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	
\$0 to \$50,000	\$50,001 to \$100,000	\$100,001 to \$500,000	\$500,001 to \$1 million	\$1,000,001 to \$10 million	\$10,000,001 to \$50 million	\$50,000,001 to \$100 million	More than \$100 million											
<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>											

(Official Form 1) (9/97)

Voluntary Petition <i>(This page must be completed and filed in every case)</i>		Name of Debtor(s): FORM B1, Page 2	
Prior Bankruptcy Case Filed Within Last 6 Years (If more than one, attach additional sheet)			
Location Where Filed: NONE	Case Number:	Date Filed:	
Pending Bankruptcy Case Filed by any Spouse, Partner or Affiliate of this Debtor (If more than one, attach additional sheet)			
Name of Debtor: NONE	Case Number:	Date Filed:	
District:	Relationship:	Judge:	
Signatures			
Signature(s) of Debtor(s) (Individual/Joint) I declare under penalty of perjury that the information provided in this petition is true and correct. [If petitioner is an individual whose debts are primarily consumer debts and has chosen to file under chapter 7] I am aware that I may proceed under chapter 7, 11, 12 or 13 of title 11, United States Code, understand the relief available under each such chapter, and choose to proceed under chapter 7. I request relief in accordance with the chapter of title 11, United States Code, specified in this petition.		Signature of Debtor (Corporation/Partnership) I declare under penalty of perjury that the information provided in this petition is true and correct, and that I have been authorized to file this petition on behalf of the debtor. The debtor requests relief in accordance with the chapter of title 11, United States Code, specified in this petition.	
<input checked="" type="checkbox"/> <i>[Signature]</i> Signature of Debtor <input checked="" type="checkbox"/> <i>[Signature]</i> Signature of Joint Debtor Telephone Number (If not represented by attorney) <u>2/401</u> Date		<input checked="" type="checkbox"/> Not Applicable Signature of Authorized Individual Printed Name of Authorized Individual Title of Authorized Individual Date	
<input checked="" type="checkbox"/> <i>[Signature]</i> Signature of Attorney Signature of Attorney for Debtor(s) David L. Miller, 506550 Printed Name of Attorney for Debtor(s); Bar No Law Offices of David L. Miller Firm Name 3340 Peachtree Road, NE Suite 2615 - Tower Place 100 Address Atlanta, GA 30326 404-231-1933 ; (fax) 404-233-5335 Telephone Number <u>2/4/01</u> Date		Signature of Non-Attorney Petition Preparer I certify that I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110, that I prepared this document for compensation, and that I have provided the debtor with a copy of this document. Not Applicable Printed Name of Bankruptcy Petition Preparer Social Security Number Address Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document: If more than one person prepared this document, attach additional sheets conforming to the appropriate official form for each person. <input checked="" type="checkbox"/> Not Applicable Signature of Bankruptcy Petition Preparer Date A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110, 18 U.S.C. § 156.	
Exhibit A (To be completed if debtor is required to file periodic reports (e.g., Forms 10-K and 100) with the Securities and Exchange Commission pursuant to Section 13 or 15(d) of the Securities Exchange Act of 1934 and is requesting relief under chapter 11) <input type="checkbox"/> Exhibit A is attached and made a part of this petition.		Exhibit B (To be completed if debtor is an individual whose debts are primarily consumer debts) I, the attorney for the petitioner named in the foregoing petition, declare that I have informed the petitioner that [he or she] may proceed under chapter 7, 11, 12, or 13 of title 11, United States Code, and have explained the effect of each such chapter. <input checked="" type="checkbox"/> <i>[Signature]</i> Signature of Attorney for Debtor(s) <u>2/4/01</u> Date	

(Official Form 1) (9/97)

FORM 1. VOLUNTARY PETITION - Page 3

Name of Debtors: **Lawrence Whistler**
Katherine Whistler

Case Number:

NAME(S) OF ATTORNEY(S) DESIGNATED TO REPRESENT DEBTOR

Robert J. Goldman

297342

02-91266**Judge**SWC

NEW PETITION CHECKLIST

(Circle One)

CHAPTER 7

CHAPTER 11

CHAPTER 12

CHAPTER 13

BUSINESS

or

NON BUSINESS

- () COMPLETE PETITION
 (☒) INCOMPLETE PETITION

CHECK-MARK THE FOLLOWING DOCUMENTS THAT ARE MISSING:

- (☒) CHAPTER 13 PLAN
 (Notice of Plan Summary to be served by Debtor/Attorney)
 (☒) STATEMENT OF FINANCIAL AFFAIRS
 (☒) SCHEDULES:

- A B C D E F G H I J
 () ATTORNEY DISCLOSURE STATEMENT
 () STATEMENT OF INTENT (See Schedule D)
 () SUMMARY OF SCHEDULES
 () LIST OF EQUITY SECURITY HOLDERS
 () 20 LARGEST UNSECURED CREDITORS
 () PRO SE AFFIDAVIT (To be returned within 5 days of filing date)

FEE

PAID

155

BALANCE

0

ADMIN

30JUDGE

SUTTON
 BIHARY
 BRIZENDINE
 KAHN

DRAKE
 MASSEY
 MULLINS
 MURPHY

CHAPTER 13 TRUSTEE

13B
 13T

INTERIM TRUSTEE

1	6	11	16	21	26
2	7	12	17	22	27
3	8	13	18	23	28
4	9	14	19	24	29
5	10	15	20	25	30
	97	98	99		

- () ATTY/DEBTOR INFORMED THAT REMAINING DOCUMENTS ARE DUE TO BE FILED WITHIN 15 DAYS FROM FILING DATE

For Court Use Only**Trustee:**

341 Meel JAMES H. BONE (SWC)
 3-15-02 @ 1:30 Rm. 367
 4-16-02 @ 9:30 Rm. 1404

Confirm:

Case Number **02-91266 swc**

FORM B9I (Chapter 13 Case)(9/97)

UNITED STATES BANKRUPTCY COURT

Northern District of Georgia

Notice of Chapter 13 Bankruptcy Case, Meeting of Creditors, & Deadlines

The debtor(s) listed below filed a chapter 13 bankruptcy case on 02/04/02.

You may be a creditor of the debtor. **This notice lists important deadlines.** You may want to consult an attorney to protect your rights. All documents filed in the case may be inspected at the bankruptcy clerk's office at the address listed below. **NOTE:** The staff of the bankruptcy clerk's office cannot give legal advice.

See Reverse Side For Important Explanations.

Debtor(s) (name(s) and address):

Lawrence Whistler

425 Red Jacket Way
Alpharetta, GA 30005-

Katherine Whistler

425 Red Jacket Way
Alpharetta, GA 30005-**Case Number: 02-91266 swc**Social Security/Taxpayer ID Nos.:
163-44-3689
477-56-5986

This entire case number is required on all claims/correspondence received by the Court.

Attorney for Debtor(s) (name and address):

David L. Miller
3340 Peachtree Rd. N.E.
Suite 2615
Atlanta, GA 30326
Telephone number: 404 231-1933

Bankruptcy Trustee (name and address):

James H. Bone
Suite 1100 Equitable Bldg.
100 Peachtree Street, NW
Atlanta, GA 30303-1901
Telephone number: 404-525-2555**Meeting of Creditors:**

Date: 03/15/02 Time: 01:30 PM
Location: Room 367, Russell Federal Building, 75 Spring Street SW, Atlanta, GA 30303

Deadlines:

Papers must be received by the bankruptcy clerk's office by the following deadlines:

Deadline to File a Proof of Claim:

For a governmental unit: 09/11/02

For all creditors (except a governmental unit): 06/13/02

Deadline to Object to Exemptions:

Thirty (30) days after the conclusion of the meeting of creditors.

Filing of Plan, Hearing on Confirmation of Plan

The debtor has not filed a plan. The hearing on confirmation will be held:

Date: 04/16/2002 Time: 09:30 AM
Location: Courtroom 1404, Russell Federal Building, 75 Spring Street SW, Atlanta, GA 30303

Creditors May Not Take Certain Actions:

The filing of the bankruptcy case automatically stays certain collection and other actions against the debtor, debtor's property, and certain codebtors. If you attempt to collect a debt or take other action in violation of the Bankruptcy Code, you may be penalized.

Address of the Bankruptcy Clerk's Office:Atlanta Division
1340 Russell Federal Building
75 Spring Street, SW
Atlanta, GA 30303
Telephone number: 404-215-1000**For the Court:**Clerk of the Bankruptcy Court:
W. Yvonne EvansHours Open:
8:00 AM to 4:45 PMDate:
02/05/02

EXPLANATIONS**FORM B9I(9/97)**

Filing of Chapter 13 Bankruptcy Case	A bankruptcy case under chapter 13 of the Bankruptcy Code (title 11, United States Code) has been filed in this court by the debtor(s) listed on the front side, and an order for relief has been entered. Chapter 13 allows an individual with regular income and debts below a specified amount to adjust debts pursuant to a plan. A plan is not effective unless confirmed by the bankruptcy court. You may object to confirmation of the plan and appear at the confirmation hearing. A copy or summary of the plan, if not enclosed, will be sent to you later, and if the confirmation hearing is not indicated on the front of this notice, you will be sent notice of the confirmation hearing. The debtor will remain in possession of the debtor's property and may continue to operate the debtor's business, if any, unless the court orders otherwise.
Creditors May Not Take Certain Actions	Prohibited collection actions against the debtor and certain codebtors are listed in Bankruptcy Code §362 and §1301. Common examples of prohibited actions include contacting the debtor by telephone, mail or otherwise to demand repayment; taking actions to collect money or obtain property from the debtor; repossessing the debtor's property; starting or continuing lawsuits or foreclosures; and garnishing or deducting from the debtor's wages.
Meeting of Creditors	A meeting of creditors is scheduled for the date, time and location listed on the front side. <i>The debtor (both spouses in a joint case) must be present at the meeting to be questioned under oath by the trustee and by creditors.</i> Creditors are welcome to attend, but are not required to do so. The meeting may be continued and concluded at a later date without further notice. All objections to the confirmation of the debtor's plan shall be filed with the Clerk prior to the 341 meeting of Creditors except objections arising out of said meeting which may be announced at that meeting and must be filed within five business days following that meeting.
Claims	A Proof of Claim is a signed statement describing a creditor's claim. The proof of Claim form attached to this notice may be reproduced for filing. If you do not file a Proof of Claim by the "Deadline to File a Proof of Claim" listed on the front side, you might not be paid any money on your claim against the debtor in the bankruptcy case. To be paid you must file a Proof of Claim even if your claim is listed in the schedules filed by the debtor.
Discharge of Debts	The debtor is seeking a discharge of most debts, which may include your debt. A discharge means that you may never try to collect the debt from the debtor.
Exempt Property	The debtor is permitted by law to keep certain property as exempt. Exempt property will not be sold and distributed to creditors, even if the debtor's case is converted to chapter 7. The debtor must file a list of all property claimed as exempt. You may inspect that list at the bankruptcy clerk's office. If you believe that an exemption claimed by the debtor is not authorized by law, you may file an objection to that exemption. The bankruptcy clerk's office must receive the objection by the "Deadline to Object to Exemptions" listed on the front side.
Bankruptcy Clerk's Office	Any paper that you file in this bankruptcy case should be filed at the bankruptcy clerk's office at the address listed on the front side. You may inspect all papers filed, including the list of the debtor's property and debts and the list of property claimed as exempt, at the bankruptcy clerk's office.
Legal Advice	The staff of the bankruptcy clerk's office cannot give legal advice. You may want to consult an attorney to protect your rights.
---Refer to Other Side For Important Deadlines and Notices---	
An automated response for further information on this case is available 24 hours daily by calling the Court's Voice Case Information System (VCIS) toll free number at 800-510-8284. Please have the case number, social security number or debtor name available when calling.	
For copies of petitions, schedules, pleadings or other case-related documents of the Atlanta and/or Newnan divisions, call Georgia Bankruptcy Services at (404) 681-9140.	

UNITED STATES BANKRUPTCY COURT
Northern District of Georgia

In re: Lawrence Whistler, 163-44-3689,
Katherine Whistler, 477-56-5986

Case No.: 02-91266 swc
Chapter: 13

425 Red Jacket Way
Alpharetta, GA 30005

ORDER AND NOTICE

An Order for Relief under Title 11 U.S.C. Chapter 13 having been entered on a petition filed by the above-styled debtor on 02/04/02.

IT IS ORDERED AND NOTICE IS HEREBY GIVEN that:

1. Plan summary:

No Plan has been filed at this time. Plan summary information will be issued after the Debtor's plan has been filed.

2. Valuation of collateral and payments thereon: at the 11 U.S.C. Section 341(a) hearing, rights of the holders of secured claims may be modified; the Chapter 13 Trustee will value the security for such claims and determine and recommend the monthly amount to be paid thereon, and the court will approve the Chapter 13 Trustee's recommendations for valuation and amount of payments, unless each respective secured creditor timely objects at the hearing on the confirmation of the Debtor's plan. Failure of any secured creditor to so appear and object shall be deemed waiver of any such objections to valuation of their collateral or to the allocation of payment on their claim.

3. Direct Payments: Current mortgage/real estate payments will be paid directly by the debtor, unless the Court orders otherwise.

4. Attorney Fees:

A. Debtors are prohibited from direct or indirect payment of any attorney's fees after the petition in a case is filed, unless authorized by Court order and paid through the Chapter 13 plan.

B. Prior to the case filing, the attorney for the debtor(s) shall be authorized to collect an advance fee in a sum not to exceed \$600 per case, plus actual filing costs. Without specific application or order, but subject to the filing of an objection by a party in interest and subject to Court review, the Chapter 13 Trustee is authorized to pay as an administrative expense, one attorney's fee per case as follows:

1. Upon confirmation of the plan, payment of a total fee not to exceed \$1500, less attorney's fees previously received, with the balance payable at the rate of \$75 per month accruing from the date of the filing and continuing monthly until paid or until the case is closed;

2. If a plan is NOT confirmed and the plan is dismissed or converted, payment of a total fee not to exceed \$750, less attorney's fees previously received, after payment of the Chapter 13 Trustee's fees and expenses. Any fees in excess of the foregoing amounts shall be paid only after appropriate application, hearing and Court order pursuant to 11 U.S.C. 330(a).

***** Please see reverse side *****

5. Disbursements: Upon confirmation, unless otherwise ordered by the Court, the Chapter 13 Trustee shall be authorized to disburse to creditors with filed and allowed claims, without regard to whether or not the time for filing claims has expired. The Trustee shall also be authorized to reserve funds for payment of any claim(s) in dispute or for which disbursement is not yet appropriate.

6. Strict Compliance: If debtor fails to make one or more payments to the Chapter 13 Trustee, as required by the plan, within six (6) months of date of confirmation, upon the Trustee's report or non-compliance to the Court, the case shall be dismissed, without further notice or hearing.

7. Chapter 13 Trustee's fees: Pursuant to 11 U.S.C. Section 503(b), the Chapter 13 Trustee shall be allowed this percentage fee on receipts in cases which are not confirmed or converted. These fees shall be allowed unless objected to by a party in interest within ten (10) days of the order dismissing or converting the case.

8. Automatic Stay: Under 11 U.S.C. Section 362(a), this Chapter 13 case automatically stays the continuation of any summons of garnishment and any automatic or voluntary credit union loan repayment deduction, and the employer of any debtor is stayed from making any deductions from the debtor/employee's earnings on account of garnishments or loans.

Dated: 02-07-2002

Stacey W. Cotton

United States Bankruptcy Judge

Failure to include a duplicate of your claim may delay the processing of your claim.
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

INSTRUCTIONS FOR PROOF OF CLAIM FORM

The instructions and definitions below are general explanations of the law. In particular types of cases or circumstances, such as bankruptcy cases that are not filed voluntarily by a debtor, there may be exceptions to these general rules.

--- DEFINITIONS ---**Debtor**

The person, corporation, or other entity that has filed a bankruptcy case is called the debtor.

Creditor

A creditor is any person, corporation, or other entity to whom the debtor owed a debt on the date that the bankruptcy case was filed.

Proof of Claim

A form telling the bankruptcy court how much the debtor owed a creditor at the time the bankruptcy case was filed (the amount of the creditor's claim). This form must be filed with the clerk of the bankruptcy court where the bankruptcy case was filed.

Secured Claim

A claim is a secured claim to the extent that the creditor has a lien on property of the debtor (collateral) that gives the creditor the right to be paid from that property before creditors who do not have liens on the property.

Examples of liens are a mortgage on real estate and a security interest in a car, truck, boat, television set, or other item of property. A lien may have been obtained through a court proceeding before the bankruptcy case began; in some states a court judgment is a lien. In addition, to the extent a creditor also owes money to the debtor (has a right of setoff), the creditor's claim may be a secured claim. (See also *Unsecured Claim*.)

Unsecured Claim

If a claim is not a secured claim it is an unsecured claim. A claim may be partly secured and partly unsecured if the property on which a creditor has a lien is not worth enough to pay the creditor in full.

Unsecured Priority Claim

Certain types of unsecured claims are given priority, so they are to be paid in bankruptcy cases before most other unsecured claims (if there is sufficient money or property available to pay these claims). The most common types of priority claims are listed on the proof of claim form. Unsecured claims that are not specifically given priority status by the bankruptcy laws are classified as *Unsecured Nonpriority Claims*.

Items to be completed in Proof of Claim form (if not already filled in)**Court, Name of Debtor, and Case Number:**

Fill in the name of the federal judicial district where the bankruptcy case was filed (for example, Central District of California), the name of the debtor in the bankruptcy case, and the bankruptcy case number. If you received a notice of the case from the court, all of this information is near the top of the notice.

Information about Creditor:

Complete the section giving the name, address, and telephone number of the creditor to whom the debtor owes money or property, and the debtor's account number, if any. If anyone else has already filed a proof of claim relating to this debt, if you never received notices from the bankruptcy court about this case, if your address differs from that to which the court sent notice, or if this proof of claim replaces or changes a proof of claim that was already filed, check the appropriate box on the form.

1. Basis for Claim:

Check the type of debt for which the proof of claim is being filed. If the type of debt is not listed, check "Other" and briefly describe the type of debt. If you were an employee of the debtor, fill in your social security number and the dates of work for which you were not paid.

2. Date Debt Incurred:

Fill in the date when the debt first was owed by the debtor.

3. Court Judgments:

If you have a court judgment for this debt, state the date the court entered the judgment.

4. Total Amount of Claim at Time Case Filed:

Fill in the total amount of the entire claim. If interest or other charges in addition to the principal amount of the claim are included, check the appropriate place on the form and attach an itemization of the interest and charges.

5. Secured Claim:

Check the appropriate place if the claim is a secured claim. You must state the type and value of property that is collateral for the claim, attach copies of the documentation of your lien, and state the amount past due on the claim as of the date the bankruptcy case was filed. A claim may be partly secured and partly unsecured. (See **DEFINITIONS**, above).

6. Unsecured Priority Claim:

Check the appropriate place if you have an unsecured priority claim, and state the amount entitled to priority. (See **DEFINITIONS**, above). A claim may be partly priority and partly nonpriority if, for example, the claim is for more than the amount given priority by the law. Check the appropriate place to specify the type of priority claim.

7. Credits:

By signing this proof of claim, you are stating under oath that in calculating the amount of your claim you have given the debtor credit for all payments received from the debtor.

8. Supporting Documents:

You must attach to this proof of claim form copies of documents that show the debtor owes the debt claimed or, if the documents are too lengthy, a summary of those documents. If documents are not available, you must attach an explanation of why they are not available.

BAE SYSTEMS

11400 Commerce Park Drive
Suite 600
Reston, Virginia 22091-1506

CERTIFICATE OF SERVICE

District/off: 113E-9
Case: 02-91266

User: simpsonk
Form ID: B9I

Page 1 of 1
Total Served: 32

Date Rcvd: Feb 05, 2002

The following entities were served by first class mail on Feb 07, 2002.

db Katherine Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
db Lawrence Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
aty David L. Miller, 3340 Peachtree Rd. N.E., Suite 2615, Atlanta, GA 30326
tr +James H. Bone, Suite 1100 Equitable Bldg., 100 Peachtree Street, NW, Atlanta, GA 30303-1906
4891156 Ann Taylor, PO Box 1304, New Haven, CT 06505-1304
4891164 Attorney General of GA, 132 State Judicial Bldg., Atlanta, Ga 30334
4891137 Bank of America, C/o McCalla, Raymer, Padrick, Cobb,, Nichols & Clark, LLC,
1544 Old Alabama Road, Roswell, GA 30076
4891142 Beneficial, 704B North Main Street, Alpharetta, GA 30004
4891140 +Capital One, Capital One Services, Inc., 1957 Westmoreland Road, Richmond, VA 23276-0001
4891150 Capital One Bank, PO Box 530092, Atlanta, Ga 30353
4891143 CitiFinancial, 2650 Dallas Highway, Suite 160, Marietta, GA 30064-7506
4891146 Citicorp Credit Services, 7920 NW 110th Street, Kansas City, MO 64153
4891153 Dillards, PO Box 29448, Phoenix, AZ 85038-9448
4891138 Direct Merchants Bank, PO Box 22128, Tulsa, OK 74131
4891139 Discover, PO Box 3008, New Albany, OH 43054-3008
4891141 First North American national Bank, PO Box 42364, Richmond, VA 23242
4891154 +First Select, PO Box 9104, Pleasanton, CA 94566-9102
4891163 GA Dept. of Revenue, Bankruptcy Insolvency Unit, PO Box 3889, Atlanta, Ga 30334
4891145 GMAC, PO Box 105677, Atlanta, Ga 30348
4891144 Haverty's, PO Box 740506, Atlanta, Ga 30374-0506
4891157 Jacobson, PO Box 768, Jackson, MI 49204-0768
4891152 Kohl's, PO Box 2983, Milwaukee, WI 53201-2983
4891155 Lord & Taylor, PO Box 94873, Cleveland, OH 44101-4873
4891151 Macy's, 5300 Kings Island Drive, Mason, OH 45040
4891149 Rich's, PO Box 4587, Carol Stream, IL 60197-4587
4891162 State of GA Revenue Commissioner, 410 Trinity- Washington Bldg., Atlanta, GA 30334
4891161 Steven Shapiro, Chief-Tax Division, Dept. of Justice, PO Box 14198 Ben Franklin Station,
Washington, DC 20044
4891148 +Target-Retailers National Bank, PO Box 59317, Minneapolis, MN 55459-0317
4891159 +US Attorney, 1800 Richard B. Russell Bldg., 75 Spring Street, SW, Atlanta, Ga 30303-3309
4891160 US Attorney General, Dept. of Justice, Tax Division, Civil Trial Section, Southern Region,
PO Box 14198 Ben Franklin Station, Washington, DC 20044
4891147 +Wal-Mart, PO Box 530929, Atlanta, Ga 30353-0929

The following entities were served by electronic transmission on Feb 05, 2002 and receipt of the transmission was confirmed on:

4891142 EDI: HFC.COM Feb 05 2002 19:00:00 Beneficial, 704B North Main Street, Alpharetta, GA 30004
4891144 EDI: TSYS2.COM Feb 05 2002 19:00:00 Haverty's, PO Box 740506, Atlanta, Ga 30374-0506
4891158 +EDI: IRS.COM Feb 05 2002 19:00:00 Internal Revenue Service, PO Box 995,
Room 1640, Stop 334-D, Atlanta, Ga 30301-0995

TOTAL: 3

***** BYPASSED RECIPIENTS *****

NONE.

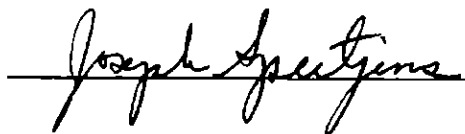
TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

Date: Feb 07, 2002

Signature:



UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA

ATLANTA DIVISION

IN RE:
LAWRENCE WHISTLER,
And KATHERINE WHISTLER,

Debtor.

)
)
)
)
)
)
)

CHAPTER 13
CASE NO. 02-91266

JUDGE COTTON

CLERK'S OFFICE
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT
OF GEORGIA

02 FEB 19 AM 4:38

W. L. EVANS
CLERK

BY Jerry Jones
DEPUTY CLERK

MOTION FOR EXTENSION OF TIME TO FILE SCHEDULES

COME NOW, LAWRENCE WHISTLER and KATHERINE WHISTLER, Debtors and pursuant to B.R. 1007(c) requests an order extending the time to file schedules. In support thereof, shows this Court the following:

1.

Debtors filed their voluntary petition under Chapter 13 of Title 11 of the Bankruptcy Code on February 4, 2002.

2.

Pursuant to B.R. 1007(c), the schedules were to be filed on or before February 19, 2002.

3.

Debtor's counsel is without sufficient information at this time to state a value of all debtor's claims.

4.

Debtor requests an extension up to and including February 26, 2002, to file the Schedules and Plan.


5.

To the best of Debtor's knowledge, the Section 341 meeting has been scheduled for March 15, 2002 at 1:30 p.m., so the extension will not delay the meeting, nor impose a burden on the creditors or the Chapter 13 Trustee because of the time filed.

WHEREFORE, Debtor prays that the Court issue an order extending the time for filing Debtor's Schedules up to and including February 26, 2002.

Respectfully submitted,

BY:



Robert J. Goldman
Georgia Bar No. 297342

Suite 2615—Tower Place
3340 Peachtree Road, NE
Atlanta, Georgia 30326
(404) 231-1933

CERTIFICATE OF SERVICE

This is to certify that I have served a copy of the foregoing MOTION FOR EXTENSION OF TIME TO FILE SCHEDULES upon the following by depositing a copy of same in the United States Mail postage prepaid and addressed as follows:


UNITED STATES TRUSTEE
75 SPRING STREET
362 RICHARD RUSSELL BUILDING
ATLANTA, GA 30303

JAMES H. BONE
STANDING CHAPTER 13 TRUSTEE
SUITE 1100, THE EQUITABLE BLDG.
100 PEACHTREE STREET, NW
ATLANTA, GA 30303

This the 18th day of February, 2002.

Respectfully submitted,

BY:


Robert J. Goldman
Georgia Bar No. 297342

Suite 2615—Tower Place
3340 Peachtree Road, NE
Atlanta, Georgia 30326
(404) 231-1933

ENTERED ON DOCKET

2-27-02

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA

ATLANTA DIVISION

IN RE:)	
LAWRENCE WHISTLER,)	
And KATHERINE WHISTLER,)	
	)	CHAPTER 13
Debtor.	)	CASE NO. 02-91266
)	
	)	JUDGE COTTON

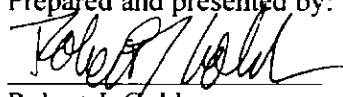
ORDER GRANTING MOTION FOR EXTENSION OF TIME TO FILE
SCHEDULES

Before the Court is the Debtor's Motion for Extension of Time to File Schedules. The motion having been read and considered, it is hereby GRANTED and Debtor shall have up to and including February 26, 2002 to file the schedules and plan in the above-styled case.

SO ORDERED this the 26th day of February, 2002.


HONORABLE STACEY COTTON
JUDGE, UNITED STATES BANKRUPTCY COURT

Prepared and presented by:


Robert J. Goldman
Georgia Bar No. 297342
Attorney for Debtor
3340 Peachtree Road, NE
Suite 2615—Tower Place
Atlanta, Georgia 30326
(404) 231-1933

DISTRIBUTION LIST

UNITED STATES TRUSTEE
75 SPRING STREET
362 RICHARD RUSSELL BUILDING
ATLANTA, GA 30303

JAMES H. BONE
STANDING CHAPTER 13 TRUSTEE
SUITE 1100, THE EQUITABLE BLDG.
100 PEACHTREE STREET, NW
ATLANTA, GA 30303

ENTERED ON DOCKET

2-27-02

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA

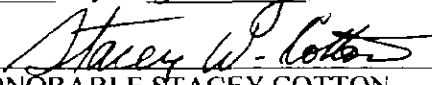
ATLANTA DIVISION

IN RE:)	
LAWRENCE WHISTLER,)	
And KATHERINE WHISTLER,)	
	)	CHAPTER 13
Debtor.	)	CASE NO. 02-91266
)	
	)	JUDGE COTTON

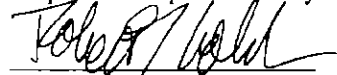
ORDER GRANTING MOTION FOR EXTENSION OF TIME TO FILE
SCHEDULES

Before the Court is the Debtor's Motion for Extension of Time to File Schedules. The motion having been read and considered, it is hereby GRANTED and Debtor shall have up to and including February 26, 2002 to file the schedules and plan in the above-styled case.

SO ORDERED this the 26th day of February, 2002.


HONORABLE STACEY COTTON
JUDGE, UNITED STATES BANKRUPTCY COURT

Prepared and presented by:



Robert J. Goldman
Georgia Bar No. 297342
Attorney for Debtor
3340 Peachtree Road, NE
Suite 2615—Tower Place
Atlanta, Georgia 30326
(404) 231-1933

DISTRIBUTION LIST

UNITED STATES TRUSTEE
75 SPRING STREET
362 RICHARD RUSSELL BUILDING
ATLANTA, GA 30303

JAMES H. BONE
STANDING CHAPTER 13 TRUSTEE
SUITE 1100, THE EQUITABLE BLDG.
100 PEACHTREE STREET, NW
ATLANTA, GA 30303

BAE SYSTEMS

11400 Commerce Park Drive
Suite 600
Reston, Virginia 22091-1506

CERTIFICATE OF SERVICE

District/off: 113E-9
Case: 02-91266

User: smithme
Form ID: PDF

Page 1 of 1
Total Served: 4

Date Rcvd: Feb 27, 2002

The following entities were served by first class mail on Mar 01, 2002.

db Katherine Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
db Lawrence Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
aty David L. Miller, 3340 Peachtree Rd. N.E., Suite 2615, Atlanta, GA 30326
tr +James H. Bone, Suite 1100 Equitable Bldg., 100 Peachtree Street, NW, Atlanta, GA 30303-1906

The following entities were served by electronic transmission.
NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

aty* David L. Miller, 3340 Peachtree Rd. N.E., Suite 2615, Atlanta, GA 30326
tr* +James H. Bone, Suite 1100 Equitable Bldg., 100 Peachtree Street, NW, Atlanta, GA 30303-1906
pty* Katherine Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
pty* Lawrence Whistler, 425 Red Jacket Way, Alpharetta, GA 30005

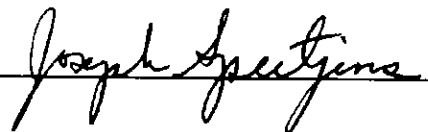
TOTALS: 0, * 4

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

Date: Mar 01, 2002

Signature: _____



UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

FILED IN CLERK'S OFFICE
U.S. BANKRUPTCY COURT

FEB 11 2002
12:42 PM 4:34

IN RE:

LAWRENCE WHISTLER, and
KATHERINE WHISTLER

Debtors.

CASE NO. 02-91266-swc

CHAPTER 13
JUDGE COTTON

W. YVONNE EVANS

CLERK
Wallace Halbert
DEPUTY CLERK

MOTION FOR EXTENSION OF TIME TO FILE CHAPTER 13 SCHEDULES
and PLAN

COME NOW LAWRENCE WHISTLER and KATHERINE WHISTLER debtors, and pursuant to B.R. 1007(c) requests an order extending the time to file their Chapter 13 Schedules and Plan and in support thereof shows this Court as follows:

1.

Debtors filed their voluntary petition for relief under Chapter 13 of Title 11 of the Bankruptcy Code on February 4, 2002.

2.

Pursuant to B.R. 1007(c), the schedules and plan were to be filed on or before February 26, 2002.

3.

Debtors' counsel does not have sufficient information at this time to state a value of all debtors' claims and without a value cannot properly prepare the Chapter 13 schedules and plan.

4.


Debtor, Lawrence Whistler, has been out of the state on employment interviews and was unable to provide to Debtor's Counsel all the necessary information to properly file the schedules. Debtor's acts are not intentional.

5.

Debtors were granted a previous order extending the time for filing Debtor's schedules and plan to February 26, 2002.

WHEREFORE, debtors pray that the court issue an order extending the time for filing debtor's schedules up to and including March 5, 2002.

Respectfully submitted,
LAW OFFICES OF DAVID L. MILLER

By: 
ROBERT GOLDMAN
Georgia Bar No. 297342

Attorney for Debtor

3340 Peachtree Road, NE
Suite 2615 - Tower Place 100
Atlanta, Georgia 30326
404-231-1933

CERTIFICATE OF SERVICE

This is to certify that I am over the age of 18 years and have served a copy of the foregoing MOTION FOR EXTENSION OF TIME TO FILE SCHEDULES AND PLAN UPON the following by depositing a copy of same in the United States Mail with sufficient postage thereon and addressed as follows:

James H. Bone
Standing Chapter 13 Trustee
Suite 1100 The Equitable Building
100 Peachtree Street
Atlanta, GA 30303 - 1901

US TRUSTEE
362 Russell Bldg.
75 Spring St.
Atlanta, Georgia 30303

This 26th day of February, 2002.



ROBERT J. GOLDMAN
GA Bar No. 297342

Suite 2615—Tower Place 100
3340 Peachtree Road, NE
Atlanta, Georgia 30326
(404) 231-1933

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA

IN RE:

LAWRENCE WHISTLER & KATHERINE
WHISTLER,

DEBTOR(S)

02 MAR -4 PM 2:55

Bky. No. 02-91266-SWC

Chapter 13 Case

W. YVONNE EVANS
CLERK

BY

REQUEST FOR SERVICE

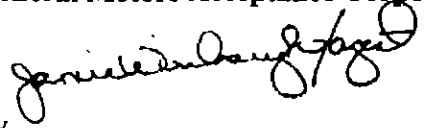
Pursuant to Bankruptcy Rule 2002(g), the undersigned creditor in the above-captioned case requests all parties in interest to serve copies of notices and all papers (including pleadings, motions, applications, orders, financial and other reports) served or filed in this case upon the undersigned at the office address and telephone number set forth below.

General Motors Acceptance Corporation
PO Box 5055
Troy, Michigan 48007-5055
(800) 551-5377

Dated: February 21, 2002

General Motors Acceptance Corporation

By



J. Wirebaugh
PO Box 5055
Troy, Michigan 48007-5055
(800) 551-5377

ENTERED ON DOCKET

3/8/02

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:

LAWRENCE WHISTLER, and
KATHERINE WHISTLER

Debtor.

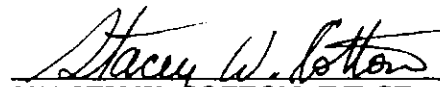
CASE NO. 02-91266-swc

CHAPTER 13
JUDGE COTTON

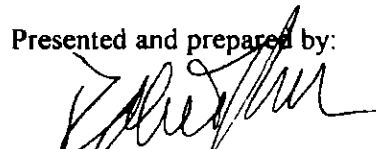
**ORDER GRANTING EXTENSION OF TIME
TO FILE CHAPTER 13 SCHEDULES and PLAN**

BEFORE THE COURT is the debtor's Motion for Extension of Time to File Chapter 13 Schedules and Plan. The motion having been read and considered, it is hereby **GRANTED** and debtor shall have up to and including March 5, 2002 to file the schedules and plan in the above-styled case.

SO ORDERED this 7th day of ~~February~~ ^{March}, 2002.


STACEY W. COTTON, JUDGE
UNITED STATES BANKRUPTCY COURT

Presented and prepared by:


Robert J. Goldman
Georgia Bar No. 297342
Attorney for Debtor

3340 Peachtree Road, NE
Suite 2615 - Tower Place 100
Atlanta, Georgia 303226
(404) 231-1933

Distribution List

James H. Bone
Standing Chapter 13 Trustee
Suite 1100 The Equitable Building
Atlanta, GA 30303 - 1901

Robert J. Goldman
Law Offices of David L. Miller
3340 Peachtree Road NE
Suite 2615 - Tower Place 100
Atlanta, Georgia 30326

US TRUSTEE
362 Russell Bldg.
75 Spring St.
Atlanta, GA 30303

ENTERED ON DOCKET

3/8/02

UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:

LAWRENCE WHISTLER, and
KATHERINE WHISTLER

Debtor.


CASE NO. 02-91266-swc

CHAPTER 13
JUDGE COTTON

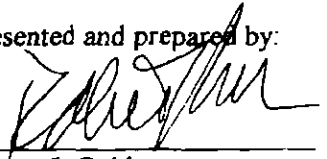
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UNITED STATES BANKRUPTCY COURT

Presented and prepared by:


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Attorney for Debtor

3340 Peachtree Road, NE
Suite 2615 - Tower Place 100
Atlanta, Georgia 303226
(404) 231-1933

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Suite 1100 The Equitable Building
Atlanta, GA 30303 - 1901

Robert J. Goldman
Law Offices of David L. Miller
3340 Peachtree Road NE
Suite 2615 - Tower Place 100
Atlanta, Georgia 30326

US TRUSTEE
362 Russell Bldg.
75 Spring St.
Atlanta, GA 30303

BAE SYSTEMS

11400 Commerce Park Drive
Suite 600
Reston, Virginia 22091-1506

CERTIFICATE OF SERVICE

District/off: 113E-9
Case: 02-91266

User: smithme
Form ID: PDF

Page 1 of 1
Total Served: 4

Date Rcvd: Mar 08, 2002

The following entities were served by first class mail on Mar 10, 2002.

db Katherine Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
db Lawrence Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
aty David L. Miller, 3340 Peachtree Rd. N.E., Suite 2615, Atlanta, GA 30326
tr +James H. Bone, Suite 1100 Equitable Bldg., 100 Peachtree Street, NW, Atlanta, GA 30303-1906

The following entities were served by electronic transmission.
NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

aty* David L. Miller, 3340 Peachtree Rd. N.E., Suite 2615, Atlanta, GA 30326
tr* +James H. Bone, Suite 1100 Equitable Bldg., 100 Peachtree Street, NW, Atlanta, GA 30303-1906
pty* Katherine Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
pty* Lawrence Whistler, 425 Red Jacket Way, Alpharetta, GA 30005

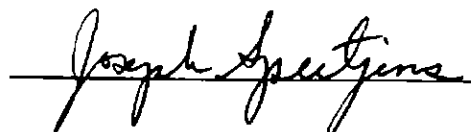
TOTALS: 0, * 4

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

Date: Mar 10, 2002

Signature:



UNITED STATES BANKRUPTCY COURT

Northern District of Georgia

Atlanta Division

FILED IN CLERK'S OFFICE
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT
OF GEORGIA

02 MAR 12 AM 9:19

In re: **Lawrence Whistler**
163-44-3689**Katherine Whistler**
477-56-5986

Case No.

Chapter 13

W. YVONNE EVANS
CLERK

STATEMENT OF FINANCIAL AFFAIRS

BY

*Cheranda B. Allen***1. Income from employment or operation of business**

None

☐

State the gross amount of income the debtor has received from employment, trade, or profession, or from operation of the debtor's business from the beginning of this calendar year to the date this case was commenced. State also the gross amounts received during the **two years** immediately preceding this calendar year. (A debtor that maintains, or has maintained, financial records on the basis of a fiscal rather than a calendar year may report fiscal year income. Identify the beginning and ending dates of the debtor's fiscal year.) If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income of both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE	FISCAL YEAR PERIOD
15,000.00	Independent Agent	2001
9,000.00	Independent Agent	2002 - present

2. Income other than from employment or operation of business

None

☒

State the amount of income received by the debtor other than from employment, trade, profession, or operation of the debtor's business during the **two years** immediately preceding the commencement of this case. Give particulars. If a joint petition is filed, state income for each spouse separately. (Married debtors filing under chapter 12 or chapter 13 must state income for each spouse whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

AMOUNT	SOURCE	FISCAL YEAR PERIOD
--------	--------	--------------------

3. Payments to creditors

None

☒

a. List all payments on loans, installment purchases of goods or services, and other debts, aggregating more than \$800 to any creditor, made within **90 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
------------------------------	-------------------	-------------	--------------------

b. List all payments made within **one year** immediately preceding the commencement of this case to or for the benefit of creditors who are or were insiders. (Married debtors filing under chapter 12 or chapter 13 must include payments by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

None

☒

NAME AND ADDRESS OF CREDITOR AND RELATIONSHIP TO DEBTOR	DATES OF PAYMENTS	AMOUNT PAID	AMOUNT STILL OWING
--	----------------------	-------------	-----------------------

NAME AND ADDRESS OF CREDITOR
AND RELATIONSHIP TO DEBTORDATES OF
PAYMENTS

AMOUNT PAID

AMOUNT
STILL OWING**4. Suits and administrative proceedings, executions, garnishments and attachments**

None



a. List all suits and administrative proceedings to which the debtor is or was a party within **one year** immediately preceding the filing of this bankruptcy case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

CAPTION OF SUIT
AND CASE NUMBER

NATURE OF PROCEEDING

COURT OR AGENCY
AND LOCATIONSTATUS OR
DISPOSITION

b. Describe all property that has been attached, garnished or seized under any legal or equitable process within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

None

NAME AND ADDRESS
OF PERSON FOR WHOSE
BENEFIT PROPERTY WAS SEIZEDDATE OF
SEIZUREDESCRIPTION
AND VALUE OF
PROPERTY**5. Repossessions, foreclosures and returns**

None



List all property that has been repossessed by a creditor, sold at a foreclosure sale, transferred through a deed in lieu of foreclosure or returned to the seller, within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF CREDITOR OR SELLERDATE OF REPOSSESSION,
FORECLOSURE SALE
TRANSFER OR RETURNDESCRIPTION
AND VALUE OF
PROPERTY**6. Assignments and receiverships**

None



a. Describe any assignment of property for the benefit of creditors made within **120 days** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include any assignment by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS
OF ASSIGNEEDATE OF
ASSIGNMENTTERMS OF
ASSIGNMENT
OR SETTLEMENT

b. List all property which has been in the hands of a custodian, receiver, or court-appointed official within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning property of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

None

☒

NAME AND ADDRESS OF CUSTODIAN	NAME AND ADDRESS OF COURT CASE TITLE & NUMBER	DATE OF ORDER	DESCRIPTION AND VALUE OF PROPERTY
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7. Gifts

None

☒

List all gifts or charitable contributions made within **one year** immediately preceding the commencement of this case except ordinary and usual gifts to family members aggregating less than \$200 in value per individual family member and charitable contributions aggregating less than \$100 per recipient. (Married debtors filing under chapter 12 or chapter 13 must include gifts or contributions by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF PERSON OR ORGANIZATION	RELATIONSHIP TO DEBTOR, IF ANY	DATE OF GIFT	DESCRIPTION AND VALUE OF GIFT
--	--------------------------------------	-----------------	-------------------------------------

8. Losses

None

☒

List all losses from fire, theft, other casualty or gambling within **one year** immediately preceding the commencement of this case or **since the commencement of this case**. (Married debtors filing under chapter 12 or chapter 13 must include losses by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

DESCRIPTION AND VALUE OF PROPERTY	DESCRIPTION OF CIRCUMSTANCES AND, IF LOSS WAS COVERED IN WHOLE OR IN PART BY INSURANCE, GIVE PARTICULARS	DATE OF LOSS
---	--	-----------------

9. Payments related to debt counseling or bankruptcy

None

☐

List all payments made or property transferred by or on behalf of the debtor to any persons, including attorneys, for consultation concerning debt consolidation, relief under the bankruptcy law or preparation of a petition in bankruptcy within **one year** immediately preceding the commencement of this case.

NAME AND ADDRESS OF PAYEE	DATE OF PAYMENT, NAME OF PAYOR IF OTHER THAN DEBTOR	AMOUNT OF MONEY OR DESCRIPTION AND VALUE OF PROPERTY
David L. Miller 3340 Peachtree Road, NE Suite 2615 Atlanta, GA 30326	02/05/02	200.00

10. Other transfers

None

☒

a. List all other property, other than property transferred in the ordinary course of the business or financial affairs of the debtor, transferred either absolutely or as security within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include transfers by either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

None



List all financial accounts and instruments held in the name of the debtor or for the benefit of the debtor which were closed, sold, or otherwise transferred within **one year** immediately preceding the commencement of this case. Include checking, savings, or other financial accounts, certificates of deposit, or other instruments; shares and share accounts held in banks, credit unions, pension funds, cooperatives, associations, brokerage houses and other financial institutions. (Married debtors filing under chapter 12 or chapter 13 must include information concerning accounts or instruments held by or for either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF INSTITUTION	TYPE AND NUMBER OF ACCOUNT AND AMOUNT OF FINAL BALANCE	AMOUNT AND DATE OF SALE OR CLOSING
------------------------------------	--	--

12. Safe deposit boxes

None



List each safe deposit or other box or depository in which the debtor has or had securities, cash, or other valuables within **one year** immediately preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include boxes or depositories of either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF BANK OR OTHER DEPOSITORY	NAMES AND ADDRESSES OF THOSE WITH ACCESS TO BOX OR DEPOSITORY	DESCRIPTION OF CONTENTS	DATE OF TRANSFER OR SURRENDER, IF ANY
--	---	-------------------------------	---

13. Setoffs

None



List all setoffs made by any creditor, including a bank, against a debt or deposit of the debtor within **90 days** preceding the commencement of this case. (Married debtors filing under chapter 12 or chapter 13 must include information concerning either or both spouses whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed.)

NAME AND ADDRESS OF CREDITOR	DATE OF SETOFF	AMOUNT OF SETOFF
------------------------------	-------------------	---------------------

14. Property held for another person

None



List all property owned by another person that the debtor holds or controls.

NAME AND ADDRESS OF OWNER	DESCRIPTION AND VALUE OF PROPERTY	LOCATION OF PROPERTY
------------------------------	--------------------------------------	----------------------

15. Prior address of debtor

None



If the debtor has moved within the **two years** immediately preceding the commencement of this case, list all premises which the debtor occupied during that period and vacated prior to the commencement of this case. If a joint petition is filed, report also any separate address of either spouse.

ADDRESS	NAME USED	DATES OF OCCUPANCY
---------	-----------	--------------------

16. Spouses and Former Spouses

None



If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the **six-year period** immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state.

NAME

17. Environmental Information.

For the purpose of this question, the following definitions apply:

"Environmental Law" means any federal, state or local statute or regulation regulating pollution, contamination, releases of hazardous or toxic substances, wastes or material into the air, land, soil, surface water, groundwater, or other medium, including, but not limited to, statutes or regulations regulating the cleanup of these substances, wastes, or material.

"Site" means any location, facility, or property as defined under any Environmental Law, whether or not presently or formerly owned or operated by the debtor, including, but not limited to, disposal sites.

"Hazardous Material" means anything defined as a hazardous waste, hazardous substance, toxic substance, hazardous material, pollutant, or contaminant or similar term under an Environmental Law.

a. List the name and address of every site for which the debtor has received notice in writing by a governmental unit that it may be liable or potentially liable under or in violation of an Environmental Law. Indicate the governmental unit, the date of the notice, and, if known, the Environmental Law.

None



SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
-----------------------	---------------------------------------	----------------	-------------------

b. List the name and address of every site for which the debtor provided notice to a governmental unit of a release of Hazardous Material. Indicate the governmental unit to which the notice was sent and the date of the notice.

None



SITE NAME AND ADDRESS	NAME AND ADDRESS OF GOVERNMENTAL UNIT	DATE OF NOTICE	ENVIRONMENTAL LAW
-----------------------	---------------------------------------	----------------	-------------------

c. List all judicial or administrative proceedings, including settlements or orders, under any Environmental Law with respect to which the debtor is or was a party. Indicate the name and address of the governmental unit that is or was a party to the proceeding, and the docket number.

None



NAME AND ADDRESS OF GOVERNMENTAL UNIT	DOCKET NUMBER	STATUS OR DISPOSITION
---------------------------------------	---------------	-----------------------

18. Nature, location and name of business

None



a. If the debtor is an individual, list the names, addresses, taxpayer identification numbers, nature of the businesses, and beginning and ending dates of all businesses in which the debtor was an officer, director, partner, or managing executive of a corporation, partnership, sole proprietorship, or was a self-employed professional within the ~~six years~~ immediately preceding the commencement of this case, or in which the debtor owned 5 percent or more of the voting or equity securities within the ~~six years~~ immediately preceding the commencement of this case.

If the debtor is a partnership, list the names, addresses, taxpayer identification numbers, nature of the business, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within the ~~six years~~ immediately preceding the commencement of this case.

If the debtor is a corporation, list the names, addresses, taxpayer identification numbers, nature of the business, and beginning and ending dates of all businesses in which the debtor was a partner or owned 5 percent or more of the voting or equity securities within the ~~six years~~ immediately preceding the commencement of this case.

NAME	TAXPAYER I.D. NUMBER	ADDRESS	NATURE OF BUSINESS	BEGINNING AND ENDING DATES
------	-------------------------	---------	--------------------	-------------------------------

b. Identify any business listed in response to subdivision a., above, that is "single asset real estate" as defined in 11 U.S.C. § 101.

None

☒

NAME

ADDRESS

25. Pension Funds.

None

☒

If the debtor is not an individual, list the name and federal taxpayer identification number of any pension fund to which the debtor, as an employer, has been responsible for contributing at any time within the ~~six-year period~~ immediately preceding the commencement of the case.

NAME OF PENSION FUND

TAXPAYER IDENTIFICATION NUMBER

[if completed by an individual or individual and spouse]

I declare under penalty of perjury that I have read the answers contained in the foregoing statement of financial affairs and any attachments thereto and that they are true and correct.

Date

3-6-02

Signature
of Debtor

Lawrence Whistler

Date

3-6-02

Signature
of Joint
Debtor

Katherine Whistler

FORM B6A
(6/90)In re: Lawrence Whistler Katherine Whistler , Case No. _____
Debtor (If known)**SCHEDULE A - REAL PROPERTY**

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
425 Red Jacket Way Alpharetta, Georgia 30005	320,000.00	J	\$ 320,000.00	\$ 310,000.00
Total >			\$ 320,000.00	

(Report also on Summary of Schedules.)

FORM B6B
(10/89)In re Lawrence WhistlerKatherine Whistler

Case No. _____

Debtor

(If known)

SCHEDULE B - PERSONAL PROPERTY

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand	X			
2. Checking, savings or other financial accounts, certificates of deposit, or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Checking Account Bank of America		160.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Living room, bedroom & dining room furniture, TV, VCR, refrigerator, stove		3,000.00
5. Books, pictures and other art objects, antiques, stamp, coin, record, tape, compact disc, and other collections or collectibles.	X			
6. Wearing apparel.		Clothing		2,000.00
7. Furs and jewelry.		Wedding band, ruby ring		4,000.00
8. Firearms and sports, photographic, and other hobby equipment.		Magnum, Smith & Wesson		100.00
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
11. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Itemize.	X			
12. Stock and interests in incorporated and unincorporated businesses. Itemize.	X			
13. Interests in partnerships or joint ventures. Itemize.	X			
14. Government and corporate bonds and other negotiable and nonnegotiable instruments.	X			

FORM 88B
(10/89)In re Lawrence WhistlerKatherine Whistler

Case No. _____

Debtor

(If known)

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
15. Accounts receivable.	X			
16. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
17. Other liquidated debts owing debtor including tax refunds. Give particulars.	X			
18. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule of Real Property.	X			
19. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
20. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X			
21. Patents, copyrights, and other intellectual property. Give particulars.	X			
22. Licenses, franchises, and other general intangibles. Give particulars.	X			
23. Automobiles, trucks, trailers, and other vehicles and accessories.		GMC Jimmy		17,000.00
24. Boats, motors, and accessories.	X			
25. Aircraft and accessories.	X			
26. Office equipment, furnishings, and supplies.	X			
27. Machinery, fixtures, equipment and supplies used in business.	X			
28. Inventory.	X			
29. Animals.	X			
30. Crops - growing or harvested. Give particulars.	X			

FORM B6B
(10/89)In re Lawrence Whistler

Debtor

Katherine Whistler

Case No. _____

(If known)

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT OR COMMUNITY	CURRENT MARKET VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
31. Farming equipment and implements.	X			
32. Farm supplies, chemicals, and feed.	X			
33. Other personal property of any kind not already listed. Itemize.	X			
<u>2</u> continuation sheets attached				Total > \$ 26,260.00

(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.)

FORM B6C
(6/90)In re Lawrence Whistler Katherine Whistler Case No. _____
Debtor. (If known)**SCHEDULE C - PROPERTY CLAIMED AS EXEMPT**

Debtor elects the exemption to which debtor is entitled under:

(Check one box)

- ☐ 11 U.S.C. § 522(b)(1) Exemptions provided in 11 U.S.C. § 522(d). **Note: These exemptions are available only in certain states.**
- ☒ 11 U.S.C. § 522(b)(2) Exemptions available under applicable nonbankruptcy federal laws, state or local law where the debtor's domicile has been located for the 180 days immediately preceding the filing of the petition, or for a longer portion of the 180-day period than in any other place, and the debtor's interest as a tenant by the entirety or joint tenant to the extent the interest is exempt from process under applicable nonbankruptcy law.

DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT MARKET VALUE OF PROPERTY, WITHOUT DEDUCTING EXEMPTIONS
GMC Jimmy	OCGA 44-13-100(a)(3)	2,000.00	17,000.00
Living room, bedroom & dining room furniture, TV, VCR, refrigerator, stove	OCGA 44-13-100(a)(4)	3,000.00	3,000.00
Magnum, Smith & Wesson	OCGA 44-13-100(a)(6)	100.00	100.00
Wedding band, ruby ring	OCGA 44-13-100(a)(5)	1,000.00	4,000.00

FORM 85D
(5/90)In re: Lawrence WhistlerKatherine Whistler

Case No. _____

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODITOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND MARKET VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. 0026859769 Bank of America c/o McCalla Raymer ..., LLC 1544 Old Alabama Road Roswell, GA 30076		Mortgage 425 Red Jacket Way Alpharetta, Georgia 30005 VALUE \$320,000.00				81,046.37	0.00
ACCOUNT NO. 67100038-0202812 Citifinancial 2650 Dallas Highway Suite 160 Marietta, GA 30064-7508		2nd Mortgage 425 Red Jacket Way Alpharetta, Georgia 30005 VALUE \$320,000.00				81,046.37	0.00
ACCOUNT NO. _____ GMAC PO Box 105677 Atlanta, GA 30348	X	GMAC Jimmy VALUE \$17,000.00				0.00	0.00

Continuation sheets attached

Subtotal
(Total of this page)
Total
(Use only on last page)**\$162,092.74****\$162,092.74**

(Report total also on Summary of Schedules)

B6E
(Rev. 4/98)In re: Lawrence WhistlerKatherine Whistler

Case No. _____

Debtor

(If known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS☒ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.**TYPES OF PRIORITY CLAIMS** (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(2).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to \$4,650* per person earned within 90 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(3).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to \$4,650* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(5).

☐ **Deposits by individuals**

Claims of individuals up to \$2,100* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(6).

☐ **Alimony, Maintenance, or Support**

Claims of a spouse, former spouse, or child of the debtor for alimony, maintenance, or support, to the extent provided in 11 U.S.C. § 507(a)(7).

☐ **Taxes and Certain Other Debts Owed to Governmental Units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to Maintain the Capital of an Insured Depository Institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507(a)(9).

☐ **Other Priority Debts**

* Amounts are subject to adjustment on April 1, 2004, and every three years thereafter with respect to cases commenced on or after the date of adjustment.

FORM B6E - Cont.
(10/89)In re: Lawrence Whistler Katherine Whistler Case No. _____
Debtor (if known)**SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS**

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR	HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	TOTAL AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY
ACCOUNT NO.								

Sheet no. 1 of 1 sheets attached to Schedule of Creditors Holding Priority Claims

Subtotal (Total of this page)	>	\$0.00
Total (Use only on last page of the completed Schedule E.)	>	\$0.00

(Report total also on Summary of Schedules)

FORM B6F (Official Form 6F) - (9-97)

In re: Lawrence WhistlerKatherine Whistler

Case No. _____

(If known)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS☐ Check this box if debtor has no creditors holding unsecured nonpriority claims to report on this Schedule F.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. 12-823-805-7 Ann Taylor PO Box 1304 New Haven, CT 06505-1304		Credit Card				435.85
ACCOUNT NO. 321704-00-533744-8 Beneficial 704 - B North Main Street Alpharetta, GA 30004		Credit card				4,862.68
ACCOUNT NO. 5291 1518 6316 0451 Capital One Bank PO Box 530092 Atlanta, GA 30353-0092	W	Credit card				618.74
ACCOUNT NO. 5291151893231900 Capitol One Services, Inc. 1957 Westmoreland Road Richmond, VA 23276-5677		Credit card				640.82
ACCOUNT NO. 5410658453596544 Citicorp Credit Services 9920 NW 110th Street Kansas City, MO 64153	W	Credit card				10,970.80

3 Continuation sheets attached

Subtotal

>

\$17,528.89

Total

>

FORM B6F (Official Form 6F) - (9/97)

In re: **Lawrence Whistler****Katherine Whistler**

Case No. _____

(If known)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS☐ Check this box if debtor has no creditors holding unsecured nonpriority claims to report on this Schedule F.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. 12-623-805-7 Ann Taylor PO Box 1304 New Haven, CT 06505-1304		Credit Card				435.85
ACCOUNT NO. 321704-00-533744-8 Beneficial 704 - B North Main Street Alpharetta, GA 30004		Credit card				4,862.68
ACCOUNT NO. 5291 1518 6316 0451 Capital One Bank PO Box 530092 Atlanta, GA 30353-0092	W	Credit card				618.74
ACCOUNT NO. 5291151893231900 Capitol One Services, Inc. 1957 Westmoreland Road Richmond, VA 23276-5877		Credit card				640.82
ACCOUNT NO. 5410658453596544 Citicorp Credit Services 9920 NW 110th Street Kansas City, MO 64153	W	Credit card				10,970.80

3 Continuation sheets attached

Subtotal >

\$17,528.89

Total >

FORM B6F - Cont
(10/89)In re: **Lawrence Whistler****Katherine Whistler**

Case No. _____

(If known)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CO-DEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. 5458 0040 9001 1238 Direct Merchants Bank PO Box 2128 Tulsa, OK 74121-2128		Credit card				15,048.25
ACCOUNT NO. 6011 0044 4064 9172 Discover PO Box 3008 New Albany, OH 43054-3008		Credit card				3408.42
ACCOUNT NO. 1523003395995590 First North American National Bank PO Box 42364 Richmond, VA 23242		Credit Card				2,703.34
ACCOUNT NO. 09-9371782 Haverty's Haverty's Credit Services PO Box 740506 Atlanta, GA 30374-0506		Credit card				1,358.35
ACCOUNT NO. 684-974-231 Jacobson PO Box 768 Jackson, Michigan 49204-0768	W	Charge Account				140.45

Sheet no. 1 of 3 continuation sheets attached to Schedule of Creditors Holding Unsecured Nonpriority
ClaimsSubtotal
(Total of this page)

Total

(Use only on last page of the completed Schedule F.)

\$19,250.39

FORM B6F - Cont
(10/89)In re: Lawrence WhistlerKatherine Whistler

Case No. _____

(If known)

Debtor

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO 031-7029-395 Kohl's PO Box 2983 Milwaukee, WI 53201-2983		Credit Card				1,010.47
ACCOUNT NO 9308-615-31 Lord & Taylor PO Box 94873 Cleveland, OH 44101-4873		Credit Card				613.48
ACCOUNT NO 46000294772 Macy's 5300 King's Island Drive Mason, OH 45040	W	Charge Account				545.33
ACCOUNT NO 011 427 158 6 Rich's PO Box 4587 Carol Stream, IL 60197-4587	W	Credit card				1,604.52
ACCOUNT NO 4352 3700 0349 0272 Target c/o Retailers National Bank PO Box 59317 Minneapolis, MN 55459-0226	W	Credit card				10,369.36

Sheet no. 2 of 3 continuation sheets attached to Schedule of Creditors Holding Unsecured Nonpriority
ClaimsSubtotal
(Total of this page)

Total

(Use only on last page of the completed Schedule F.)

\$14,143.16

FORM B6F - Cont.
(10/89)In re: Lawrence Whistler
DebtorKatherine WhistlerCase No. _____
(If known)**SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS**

(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE	CODEBTOR HUSBAND, WIFE, JOINT OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO 6032 2034 1105 5238 Wal Mart PO Box 530929 Atlanta, GA 30353-0925	W	Credit card				1,202.32

Sheet no. 3 of 3 continuation sheets attached to Schedule of Creditors Holding Unsecured Nonpriority
ClaimsSubtotal >
(Total of this page)

Total >

(Use only on last page of the completed Schedule F.)

\$1,202.32
\$51,438.98

(Report also on Summary of Schedules)

Form B6C
(10/89)

In re: Lawrence Whistler

Debtor

Katherine Whistler

Case No. _____

(If known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

☐ Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST, STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
Chase Manhattan Automotive Finance PO Box 5210 New Hyde Park, NY 11042	Lease on Infiniti

B&H
(6/90)

In re: Lawrence Whistler
Debtor

Katherine Whistler

Case No. _____

(If known)

SCHEDULE H - CODEBTORS

☐ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR
Tim Whistler 425 Red Jacket Way Alpharetta, GA 30005	GMAC PO Box 105677 Atlanta, GA 30348

In re **Lawrence Whistler****Katherine Whistler**

Case No.

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

Debtor's Marital Status: Married	DEPENDENTS OF DEBTOR AND SPOUSE		
Debtor's Age: 50 Spouse's Age: 50	NAMES	AGE	RELATIONSHIP
	Tim Whistler	19	Son
	John Whistler	13	Son
	Robert Whistler	9	Son
EMPLOYMENT:	DEBTOR	SPOUSE	
Occupation	Professional wrestler/golfer/broadcaste	Retail	
Name of Employer	Self employed	Bellini's Baby Stor	
How long employed	6 months		
Address of Employer			

Income: (Estimate of average monthly income)	DEBTOR	SPOUSE
Current monthly gross wages, salary, and commissions (pro rate if not paid monthly.)	\$ <u>4,500.00</u>	\$ <u>1,400.00</u>
Estimated monthly overtime	\$ <u>0.00</u>	\$ <u>0.00</u>
SUBTOTAL	\$ <u>4,500.00</u>	\$ <u>1,400.00</u>
LESS PAYROLL DEDUCTIONS		
a. Payroll taxes and social security	\$ <u>0.00</u>	\$ <u>300.00</u>
b. Insurance	\$ <u>0.00</u>	\$ <u>0.00</u>
c. Union dues	\$ <u>0.00</u>	\$ <u>0.00</u>
d. Other (Specify) _____	\$ <u>0.00</u>	\$ <u>0.00</u>
SUBTOTAL OF PAYROLL DEDUCTIONS	\$ <u>0.00</u>	\$ <u>300.00</u>
TOTAL NET MONTHLY TAKE HOME PAY	\$ <u>4,500.00</u>	\$ <u>1,100.00</u>
Regular income from operation of business or profession or farm (attach detailed statement)	\$ <u>0.00</u>	\$ <u>0.00</u>
Income from real property	\$ <u>0.00</u>	\$ <u>0.00</u>
Interest and dividends	\$ <u>0.00</u>	\$ <u>0.00</u>
Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above.	\$ <u>0.00</u>	\$ <u>0.00</u>
Social security or other government assistance (Specify) _____	\$ <u>0.00</u>	\$ <u>0.00</u>
Pension or retirement income	\$ <u>0.00</u>	\$ <u>0.00</u>
Other monthly income (Specify) _____	\$ <u>0.00</u>	\$ <u>0.00</u>
TOTAL MONTHLY INCOME	\$ <u>4,500.00</u>	\$ <u>1,100.00</u>
TOTAL COMBINED MONTHLY INCOME	\$ <u>5,600.00</u> (Report also on Summary of Schedules)	
Describe any increase or decrease of more than 10% in any of the above categories anticipated to occur within the year following the filing of this document: NONE		

Form B6J
(6/90)In re Lawrence WhistlerKatherine Whistler

Case No. _____

Debtor

(If known)

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse".

Rent or home mortgage payment (include lot rented for mobile home)	\$	<u>1,832.00</u>
Are real estate taxes included? Yes _____ No <u>✓</u>		
Is property insurance included? Yes _____ No <u>✓</u>		
Utilities Electricity and heating fuel	\$	<u>230.00</u>
Water and sewer	\$	<u>55.00</u>
Telephone	\$	<u>100.00</u>
Other <u>Cable</u>	\$	<u>35.00</u>
<u>Cell phone</u>	\$	<u>30.00</u>
Home maintenance (repairs and upkeep)	\$	<u>0.00</u>
Food	\$	<u>400.00</u>
Clothing	\$	<u>100.00</u>
Laundry and dry cleaning	\$	<u>0.00</u>
Medical and dental expenses	\$	<u>50.00</u>
Transportation (not including car payments)	\$	<u>50.00</u>
Recreation, clubs and entertainment, newspapers, magazines, etc.	\$	<u>0.00</u>
Charitable contributions	\$	<u>0.00</u>
Insurance (not deducted from wages or included in home mortgage payments)		
Homeowner's or renter's	\$	<u>0.00</u>
Life	\$	<u>0.00</u>
Health	\$	<u>0.00</u>
Auto	\$	<u>159.00</u>
Other _____	\$	<u>0.00</u>
Taxes (not deducted from wages or included in home mortgage payments)		
(Specify) _____	\$	<u>0.00</u>
Installment payments: (In chapter 12 and 13 cases, do not list payments to be included in the plan)		
Auto	\$	<u>854.00</u>
Other _____	\$	<u>0.00</u>
Alimony, maintenance or support paid to others	\$	<u>0.00</u>
Payments for support of additional dependents not living at your home	\$	<u>0.00</u>
Regular expenses from operation of business, profession, or farm (attach detailed statement)	\$	<u>0.00</u>
Other <u>2nd Mortgage</u>	\$	<u>1,200.00</u>

TOTAL MONTHLY EXPENSES (Report also on Summary of Schedules)

\$ 5,095.00

[FOR CHAPTER 12 AND 13 DEBTORS ONLY]

Provide the information requested below, including whether plan payments are to be made bi-weekly, monthly, annually, or at some other regular interval.

A. Total projected monthly income	\$	<u>5,600.00</u>
B. Total projected monthly expenses	\$	<u>5,095.00</u>
C. Excess income (A minus B)	\$	<u>505.00</u>
D. Total amount to be paid into plan each _____	\$	<u>505.00</u>
	Monthly (interval)	

In re: **Lawrence Whistler**
163-44-3689

Katherine Whistler
477-58-5988

Case No.

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of _____ page, and that they are true and correct to the best of my knowledge, information, and belief.

0 sheets plus the summary

Date: 3-6-02

Signature


Lawrence Whistler

Date: 3-6-02

Signature


Katherine Whistler

[If joint case, both spouses must sign]

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF CORPORATION OR PARTNERSHIP

(NOT APPLICABLE)

UNITED STATES BANKRUPTCY COURT
Northern District of Georgia
Atlanta Division

In re: **Lawrence Whistler**
163-44-3689

Katherine Whistler
477-56-5986

Case No. _____
Chapter **13**

Debtors

**DISCLOSURE OF COMPENSATION OF ATTORNEY
FOR DEBTOR**

1. Pursuant to 11 U.S.C. § 329(a) and Bankruptcy Rule 2016(b), I certify that I am the attorney for the above-named debtor(s) and that compensation paid to me within one year before the filing of the petition in bankruptcy, or agreed to be paid to me, for services rendered or to be rendered on behalf of the debtor(s) in contemplation of or in connection with the bankruptcy case is as follows:

For legal services, I have agreed to accept	\$	<u>1,500.00</u>
Prior to the filing of this statement I have received	\$	<u>200.00</u>
Balance Due	\$	<u>1,300.00</u>

2. The source of compensation paid to me was:

☒ Debtor ☐ Other (specify)

3. The source of compensation to be paid to me is:

☒ Debtor ☐ Other (specify)

4. ☒ I have not agreed to share the above-disclosed compensation with any other person unless they are members and associates of my law firm.

☐ I have agreed to share the above-disclosed compensation with a person or persons who are not members or associates of my law firm. A copy of the agreement, together with a list of the names of the people sharing in the compensation, is attached.

5. In return for the above-disclosed fee, I have agreed to render legal service for all aspects of the bankruptcy case, including:

- a) Analysis of the debtor's financial situation, and rendering advice to the debtor in determining whether to file a petition in bankruptcy;
 - b) Preparation and filing of any petition, schedules, statement of affairs, and plan which may be required;
 - c) Representation of the debtor at the meeting of creditors and confirmation hearing, and any adjourned hearings thereof;
 - d) [Other provisions as needed]
- None

6. By agreement with the debtor(s) the above disclosed fee does not include the following services:

None

CERTIFICATION

I certify that the foregoing is a complete statement of any agreement or arrangement for payment to me for representation of the debtor(s) in this bankruptcy proceeding.

Dated: _____

3/7/02

David L. Miller
David L. Miller, Bar No. 506550

Law Offices of David L. Miller
Attorney for Debtor(s)

Form B6
(6/90)

**United States Bankruptcy Court
Northern District of Georgia
Atlanta Division**

In re **Lawrence Whistler****Katherine Whistler**

Case No.

Chapter **13**

SUMMARY OF SCHEDULES

AMOUNTS SCHEDULED

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	YES	1	\$ 320,000.00		
B - Personal Property	YES	3	\$ 26,260.00		
C - Property Claimed as Exempt	YES	1			
D - Creditors Holding Secured Claims	YES	1		\$ 307,689.33	
E - Creditors Holding Unsecured Priority Claims	YES	2		\$ 0.00	
F - Creditors Holding Unsecured Nonpriority Claims	YES	4		\$ 51,438.98	
G - Executory Contracts and Unexpired Leases	YES	1			
H - Codebtors	YES	1			
I - Current Income of Individual Debtor(s)	YES	1			\$ 5,600.00
J - Current Expenditures of Individual Debtor(s)	YES	1			\$ 5,095.00
Total Number of sheets in ALL Schedules >		16			
Total Assets >			\$ 346,260.00		
Total Liabilities >				\$ 359,128.31	

REV. 5-15-91

UNITED STATES BANKRUPTCY COURT
Northern District of Georgia
Atlanta Division

FILED IN CLERK'S OFFICE
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT

In Re: **Lawrence Whistler**
SS # **163-44-3639**

) Chapter **13**

02 MAR 12 AM 9:19

Katherine Whistler

SS # **477-56-5986**

) Case No. **02-91266**

) Judge: **Cotton**

Cheranda B. Wise
BY **CHERANDA B. WISE**
DEPUTY CLERK

DEBTOR'S(S) CHAPTER 13 PLAN

EXTENSION ☐

COMPOSITION ☒

The debtor(s) submit(s) all future earnings or other future income of the debtor(s) to the supervision and control of the court and Trustee for the execution of the plan and debtor's(s) budget.

Pursuant to 11 U.S.C. Sec. 1301, et. seq., the debtor(s) shall pay (PAY DIRECT REQUESTED ☒) or there shall be paid on the debtor's(s) behalf, to the Trustee, out of the debtor's(s) (husband's ☐/wife's ☐) future income the sum of **\$505.00** per MONTH (week, bi-weekly, semi-monthly, month). Composition plans shall extend a minimum of thirty-six months, regardless of proposed dividend to unsecured creditors.

UNLESS OTHERWISE ORDERED BY THE COURT, THE TRUSTEE SHALL PROVIDE FOR AND DISBURSE ONLY TO CREDITORS WITH FILED AND ALLOWED CLAIMS, REGARDLESS OF THE DATE OF THE PLAN'S CONFIRMATION.

From the payments so received the Trustee shall make disbursements as follows:

1. FILING FEE: From the money received into the plan, the Trustee shall pay any remaining balance due on the filing fee.
2. ADMINISTRATIVE COSTS: These expenses shall be paid to the Trustee or as otherwise authorized in such amounts as the court fixes within the limits set forth in 11 U.S.C. Sec. 1325(a)(2) and 28 U.S.C. Sec. 585(e)(2).
3. DEBTOR(S) ATTORNEY'S FEE: Without specific application or order but subject to Court review, the Chapter 13 Trustee is authorized to pay as an administrative expense of this case, the Debtor(s)' attorney's fees as follows: (a) upon confirmation of the plan, a total fee of **\$1,500.00** (not to exceed \$1500.00), less attorney's fees previously received totaling **\$200.00**, (not to exceed \$600.00) leaving a balance of **\$1,300.00**. The aforementioned fees shall be paid as follows: (a) the Chapter 13 Trustee shall make an initial disbursement \$750.00 (not to exceed \$750.00) of such funds as are available from the proceeds paid into the plan by the debtor(s) or on the debtor(s) behalf, less any monies received by the debtor(s)' s attorney prior to filing until the \$750.00 is paid in full (prior to payment to creditors and after deduction of any unpaid filing fees and payments of the Chapter 13 Trustee 's fees and expenses); (b) the balance of the attorney's fees after the disbursement described in subsection (a) shall be payable at a rate of \$75.00 per month, beginning in the month following the disbursement(s) set forth above and continuing monthly until paid. If a plan is not confirmed and the case is dismissed or converted and after payment of \$750.00 any unpaid filing fees and the Chapter 13 Trustee's fees and expenses, a total fee of \$ (not to exceed \$750.00), less attorney's fees previously received, shall be remitted to debtor(s)'s attorney. Any payment in excess of the foregoing amounts shall require prior Court approval, upon application and hearing pursuant to 11 U.S.C. §. 330(a).
4. PRIORITY CLAIMS: After payment of the foregoing expenses as approved by the court, payment shall be made to priority creditors, whose claims have been filed and allowed, in such amounts as the plan provides, or as altered at the 341 meeting, and as approved by the court at the confirmation hearing.
5. SECURED CREDITORS: The claims of secured creditors, whose claims have been filed and allowed shall be paid as follows:
 - A. Claims secured by principal residence: Unless otherwise provided by the plan or order of this court, defaults on claims secured by debtor's(s)' principal residence shall be cured by payment of pre-petition arrearages within a reasonable time on a pro rata basis with other secured claims or in such monthly amounts as are determined at the 341 meeting, the confirmation hearing or by other court order.
 - B. All other secured claims: The rights of the holders of each other respective secured claims are hereby modified and each such secured creditor's claim shall be paid to the extent of the value of their security on a pro rata basis, or in such monthly amounts that are determined at the 341 meeting to be sufficient to protect the value of their collateral or in such monthly amounts that are approved or modified by the court at the confirmation hearing.
 - C. Unless otherwise specifically provided in this plan, or order of the court, the holder of each secured claim retains the lien securing each claim.

6. UNSECURED CREDITORS: Unsecured creditors, whose claims have been filed and allowed, shall be paid to the extent of 20 cent(s) on the dollar of, said unsecured claims on a pro rata basis of all money available after the payment of the above-stated claims as, proposed above, as determined at the 341 meeting, modified at the confirmation hearing, or as determined by court order. If debtor's(s') plan is less than 100% of all allowed claims, the debtor's(s') projected disposable income to be received in the three-year period beginning on the date that the first payment is due under the plan shall be paid to the Trustee to be applied to make payments under the plan and shall be distributed in accordance with the plan.

7. CLAIMS LESS THAN \$200.00: At the discretion of the Trustee and subject to approval by the court, any claims less than \$200.00 may be paid in accordance with the plan at the beginning of the case.

8. PAYMENTS DIRECT TO CREDITORS: See attached

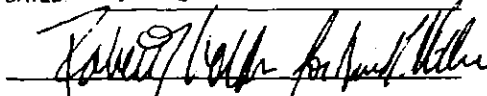
9. OTHER PROMSIONS: See attached

10. EXECUTORY CONTRACTS: The following executory contracts shall be rejected:

NONE

(In addition to listing the rejection of executory contracts here, the debtor must also file an application for rejection or an objection to the claim.)

DATED: 3-6-02


David L. Miller, ATTORNEY FOR DEBTOR(S)
Law Offices of David L. Miller
3340 Peachtree Road, NE
Suite 2615 - Tower Place 100
Atlanta, GA 30328
404-231-1933


Lawrence Whistler, DEBTOR


Katherine Whistler, DEBTOR

Attachment to Chapter 13 Plan

Other provisions:

1. A secured claim, other than a mortgage arrearage, shall receive interest at the rate of 12% on the value of the collateral securing the claim unless the proof of claim provides otherwise and then at the rate provided for in the note and security instrument.
2. A claim for pre petition mortgage arrearages shall receive interest at the rate set forth in the proof of claim.

Payments direct to creditors:

1. Post petition mortgage payments shall be made directly to the creditor for the Red Jacket Way property.
 2. Post petition auto loan payments will be made directly to GMAC.
-

UNITED STATES BANKRUPTCY COURT
Northern District of Georgia

IN RE:
Lawrence Whistler, 163-44-3689,
Katherine Whistler, 477-56-5986

CASE NO.: 02-91266
SWC

425 Red Jacket Way
Alpharetta, GA 30005

*** NOTICE OF PLAN SUMMARY ***

NOTICE IS HEREBY GIVEN that the Chapter 13 Plan of the Debtor(s) provides the following:

From the Debtor's future income, there shall be paid to the Trustee the sum of:

\$505.00 per Month

The Debtor(s) proposes to pay unsecured creditors:

cents on the dollar on a pro rata basis of all money available after payments of administrative, priority, and secured claims and Debtor's attorney fees. Any claim of less than \$200.00 may be paid in accordance with the plan at case commencement.

Dated: 03-15-2002

For the Court

W. Yvonne Evans
Clerk

NPS
(Rev. 4/19/95)
smithme

BAE SYSTEMS

11400 Commerce Park Drive
Suite 600
Reston, Virginia 22091-1506

CERTIFICATE OF SERVICE

District/off: 113E-9
Case: 02-91266

User: smithme
Form ID: NPS

Page 1 of 1
Total Served: 36

Date Rcvd: Mar 13, 2002

The following entities were served by first class mail on Mar 15, 2002.

db Katherine Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
db Lawrence Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
aty David L. Miller, 3340 Peachtree Rd. N.E., Suite 2615, Atlanta, GA 30326
tr +James H. Bone, Suite 1100 Equitable Bldg., 100 Peachtree Street, NW, Atlanta, GA 30303-1906
cr General Motors Acceptance Corporation, PO Box 5055, Troy, MI 48007-5055
4891156 Ann Taylor, PO Box 1304, New Haven, CT 06505-1304
4891164 Attorney General of GA, 132 State Judicial Bldg., Atlanta, Ga 30334
4891137 Bank of America, C/o McCalla, Raymer, Padrick, Cobb,, Nichols & Clark, LLC,
1544 Old Alabama Road, Roswell, GA 30076
4891142 Beneficial, 704B North Main Street, Alpharetta, GA 30004
4918536 Beneficial Georgia Inc., P.O. Box 9055, Brandon, FL 33509-9055
4891140 +Capital One, Capital One Services, Inc., 1957 Westmoreland Road, Richmond, VA 23276-0001
4891150 Capital One Bank, PO Box 530092, Atlanta, Ga 30353
4891143 CitiFinancial, 2650 Dallas Highway, Suite 160, Marietta, GA 30064-7506
4891146 Citicorp Credit Services, 7920 NW 110th Street, Kansas City, MO 64153
4918545 +Conseco Finance Servicing Corp., P.O. Box 6154, MHD Bankruptcy Department,
Rapid City, SD 57709-6154
4891153 Dillards, PO Box 29448, Phoenix, AZ 85038-9448
4891138 Direct Merchants Bank, PO Box 22128, Tulsa, OK 74121
4891139 Discover Financial Services, PO Box 8003, Hilliard, OH 43026
4937688 FDS BANK - Richs, TSYS TOTAL DEBT MGMT, INC., PO BOX 6700, NORCROSS, GA 30091
4891141 First North American national Bank, PO Box 42364, Richmond, VA 23242
4891154 +First Select, PO Box 9104, Pleasanton, CA 94566-9102
4891163 GA Dept. of Revenue, Bankruptcy Insolvency Unit, PO Box 3889, Atlanta, Ga 30334
4891145 GMAC, PO Box 105677, Atlanta, Ga 30348
4891144 Haverty's, TSYS Total Debt Management, POB 6700, Norcross, GA 30091
4891158 +Internal Revenue Service, PO Box 995, Room 1640, Stop 334-D, Atlanta, Ga 30301-0995
4891157 Jacobson, PO Box 768, Jackson, MI 49204-0768
4891152 Kohl's, PO Box 2983, Milwaukee, WI 53201-2983
4891155 Lord & Taylor, 111 Boulder Industrial Dr., Bridgeton, MO 63044
4891151 Macy's, 5300 Kings Island Drive, Mason, OH 45040
4891149 Rich's, PO Box 4587, Carol Stream, IL 60197-4587
4891162 State of GA Revenue Commissioner, 410 Trinity- Washington Bldg., Atlanta, GA 30334
4891161 Steven Shapiro, Chief-Tax Division, Dept. of Justice, PO Box 14198 Ben Franklin Station,
Washington, DC 20044
4891148 +Target-Retailers National Bank, PO Box 59317, Minneapolis, MN 55459-0317
4891159 +US Attorney, 1800 Richard B. Russell Bldg., 75 Spring Street, SW, Atlanta, Ga 30303-3309
4891160 US Attorney General, Dept. of Justice, Tax Division, Civil Trial Section, Southern Region,
PO Box 14198 Ben Franklin Station, Washington, DC 20044
4891147 +Wal-Mart, PO Box 530929, Atlanta, Ga 30353-0929

The following entities were served by electronic transmission.
NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

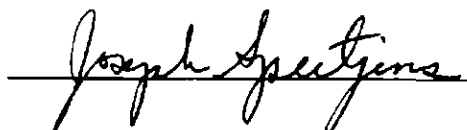
TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

Date: Mar 15, 2002

Signature:



CREDITORS BANKRUPTCY SERVICE

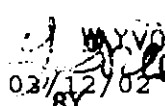
P.O. Box 741026
Dallas, TX 75374
972/644-1127

CLERKS OFFICE
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT
ATLANTA, GEORGIA

02 MAR 22 PM 3:30

WYVONNE EVANS

Dated: 03/12/02

BY  CLERK

DEPUTY CLERK

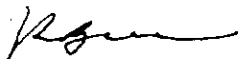
UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
75 SPRING STREET SW #1340
ATLANTA, GA 30303

Re: Case # 02-91266 SWC
Debtor WHISTLER, LAWRENCE

Please correct the creditor's address on this case as shown below for all checks and notices.

KOHL'S DEPARTMENT STORE
P.O. Box 740933
Dallas, TX 75374

Thank you for your prompt attention.



P. B. Mason
Creditor's Authorized Agent

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA

IN RE:	)	CHAPTER 13
)	
LAWRENCE WHISTLER)	
KATHERINE WHISTLER	)	CASE NO. A02-91266-C
DEBTOR(S))	

OBJECTION TO CONFIRMATION

COMES NOW JAMES H. BONE, TRUSTEE herein, and objects to Confirmation of the plan for the following reasons(s):

1. The Debtor's payments under the proposed plan are not current.
2. Debtor has not filed a plan as required by 11 USC Sec. 1321 and Bankruptcy Rule 3015.
3. Debtor has not filed schedules as required by Bankruptcy Rule 1007.
4. Debtor must provide to the Trustee a copy of the declarations page showing proof of insurance on real estate, automobile(s), mobile home(s), boat(s) and any applicable property.
5. Debtor(s) appeared at the Meeting of Creditors. No meeting was held.
6. The Meeting of Creditors is reset to March 28, 2002 at 1:00 PM in Room 368.
7. The plan and schedules were filed late on March 12, 2002. The Trustee requests that attorney's fees be reduced by \$300.00.
8. Debtor(s)' plan fails to provide for the treatment of secured claims pursuant to 11 U.S.C. Sections 506 and 1325(a)(5)(B)(ii).

Wherefore, the Trustee moves the court to inquire into the above objection(s), deny confirmation of the debtor's plan and to dismiss the case pursuant to 11 U.S.C. Section 105(a) and Section 109(g), thereby making the debtor ineligible from refiling another case for one hundred eighty (180) days. If a plan is confirmed, the Trustee requests that debtor be required to comply strictly for the duration of the plan and that any dismissal for failure to comply strictly be pursuant to 11 U.S.C. Section 105(a) and 109(g), thereby making debtor ineligible from filing another case for one hundred eighty (180) days.

WHEREFORE, the Trustee moves the Court to inquire into the above objections, deny Confirmation of this Debtor's plan, and to dismiss the case.

Date: 03/19/02

/s/
JAMES H. BONE, TRUSTEE
STATE BAR NO. 067000

JAMES H. BONE
STANDING CHAPTER 13 TRUSTEE
SUITE 1100, THE EQUITABLE BUILDING
100 PEACHTREE STREET, N.W.
ATLANTA, GEORGIA 30303-1901
404-525-2555

A02-91266-C

CERTIFICATE OF SERVICE

This is to certify that I have this day served

DEBTOR(S):

LAWRENCE WHISTLER and KATHERINE WHISTLER
425 RED JACKET WAY
ALPHARETTA, GA

30005

ATTORNEY FOR DEBTOR:

DAVID L. MILLER, ATTY.
3340 PEACHTREE RD NE
SUITE 2615
ATLANTA, GA

30326

in the foregoing matter with a copy of this Objection to Confirmation by depositing in the United States Mail a copy of same in a properly addressed envelope with adequate postage thereon. In accordance with General Order No. 99-1, Paragraph 9, participants in the Electronic Case Filing project have been served by electronic service of the "Notice of Electronic Filing" to the e-mail address shown thereon.

Dated: March 22, 2002

/s/

JAMES H. BONE
STANDING CHAPTER 13 TRUSTEE
SUITE 1100, THE EQUITABLE BUILDING
100 PEACHTREE STREET, N.W.
ATLANTA, GEORGIA 30303-1901
404-525-2555

02-91266

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

CLERK'S OFFICE
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT
OF GEORGIA

02 APR -3 AM 10:14

IN THE MATTER OF:
Lawrence Whistler

BANKRUPTCY NO. 02-91266-SWC EVANS
CLERK

Debtor(s),

CHAPTER 13

General Motors Acceptance Corporation

JUDGE STACEY W. COTTON

Movant,

v.
Lawrence Whistler
Timothy Whistler, (Co-Debtor)
James H. Bone, (Trustee),
Respondents.

CONTESTED MATTER

NOTICE OF ASSIGNMENT OF HEARING

NOTICE IS HEREBY GIVEN that a Motion for Relief from the Automatic Stay has been filed in the above styled case. In the event a hearing cannot be held within thirty (30) days from the filing of the Motion for Relief from the Automatic Stay as required by 11 U.S.C. §362, Movant waives this requirement and agrees to the next possible date, as evidenced by signature below. **The undersigned consents to the automatic stay (and any related co-debtor stay) remaining in effect with respect to Movant until the Court orders otherwise.**

A HEARING will be held on the 16 day of MAY, 2002, at 9:30 A. m.
in Courtroom 1404, 75 Spring St., S.W., U. S. Courthouse, Atlanta, Georgia 30303.

Within three days of the date of this notice, Movant shall serve the motion and this notice upon Debtor, Trustee, and their attorneys of record, and shall file a Certificate of Service within three days of service. BLR 9007-2 NDGa.

DATED: APR 03 2002


GREGSON T. HAAN

Georgia Bar No. 316070
1275 Peachtree St., Suite 430
Atlanta, GA 30309-3565
ATTORNEY FOR MOVANT
110.1493

W. YVONNE EVANS, CLERK
U.S. BANKRUPTCY COURT

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN THE MATTER OF:
Lawrence Whistler

BANKRUPTCY NO. 02-91266-SWC

Debtor(s),

CHAPTER 13

General Motors Acceptance Corporation

JUDGE STACEY W. COTTON

Movant,

v.

CONTESTED MATTER

Lawrence Whistler
Timothy Whistler, (Co-Debtor)
James H. Bone, (Trustee),
Respondents.

CERTIFICATE OF SERVICE

I, GREGSON T. HAAN
of 1275 Peachtree St., N.E.
Suite 430
Atlanta, GA 30309-3565

Certify:

That I am, and at all times hereinafter mentioned was, more than 18 years of age:

That on the 3rd day of April, 2002, I served on the following, by U.S. Mail, a copy of the within

NOTICE OF ASSIGNMENT OF HEARING together with the MOTION FOR RELIEF FROM THE AUTOMATIC STAY

filed in this bankruptcy matter:

Debtor:

Lawrence Whistler
425 Red Jacket Way
Alpharetta, GA 30005

Timothy Whistler
425 Red Jacket Way
Alpharetta, GA 30005

Debtor's Attorney:

David L. Miller
3340 Peachtree Road Suite 2615
Atlanta, GA 30326

Trustee:

James H. Bone
100 Peachtree St., N.W., Suite 1100
Atlanta, GA 30303

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on:

4-3-02

By: 

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

CLERK'S OFFICE
BANKRUPTCY COURT
NORTHERN DISTRICT
OF GEORGIA

02 APR -3 AM 10:14

IN THE MATTER OF:

BANKRUPTCY NO.
02-91266-SWC

W. J. EVANS
CLERK
BY *W. J. Evans*
DEPUTY CLERK

Lawrence Whistler

Debtor(s),

CHAPTER 13

General Motors Acceptance Corporation

JUDGE STACEY W. COTTON

Movant,

CONTESTED MATTER

v.

Lawrence Whistler
Timothy Whistler, (Co-Debtor)
James H. Bone, (Trustee),
Respondents.

**MOTION FOR RELIEF FROM THE AUTOMATIC STAY AND
RELIEF FROM THE CO-DEBTOR STAY**

COMES NOW General Motors Acceptance Corporation , Movant in the above-entitled cause, and as its Motion for Relief from the Automatic Stay and Relief from the Co-Debtor Stay, shows this Court as follows:

1.

That this motion seeking relief from the automatic stay under §362 of the Bankruptcy Code is a proceeding which may be initiated by motion under the Rules of Bankruptcy Procedure.

2.

That Debtor did on February 4, 2002 file a petition for relief under Chapter 13 of the Bankruptcy Code.

3.

That at the time of the filing of said petition, Debtor and Co-Debtor were indebted to Movant in the sum of \$19320.87 on a Retail Installment Sale Contract for the purchase of a 1999 Pontiac Firebird automobile (the "Vehicle"), a true and correct copy of this Contract and the Certificate of Title, evidencing Movant's first lien interest therein, being attached to the Proof of Claim on file with this Court.

4.

That good cause, including, but not limited to, a lack of adequate protection, exists for granting Movant relief from the automatic stay as relates to its interest in the Vehicle.

5.

That there is no equity in the Vehicle for the benefit of Debtor or unsecured creditors, and the Vehicle is not needed for an effective reorganization, thereby entitling Movant to relief from the automatic stay pursuant to §362(d) of the Bankruptcy Code, and relief from the co-debtor stay pursuant to §1301 of the Bankruptcy Code.

6.

That Movant is further entitled to recover, as part of its secured claim, its expenses, including a reasonable attorney's fee incurred in this case and for the bringing of this motion, to the extent that the Vehicle may have a market value exceeding the net outstanding balance due Movant on its claim.

7.

That the Vehicle is collateral which can be easily moved, secreted, and damaged by the Debtor(s) or others and may not now be covered by adequate collision damage and comprehensive insurance, thereby entitling Movant to an order expressly providing that relief

from stay not be stayed for the ten (10) day period provided for under Bankruptcy Rule 4001 (a)(3).

WHEREFORE, Movant prays that the automatic stay presently in effect be lifted so as to permit it to exercise its right to self-help repossess the Vehicle or foreclose upon its interest, that any co-debtor stay as provided by §1301 be lifted, that this Court expressly provide that said relief not be stayed as provided for under Bankruptcy Rule 4001(a)(3), that Debtor be ordered to surrender possession of the Vehicle to Movant, that Movant have and recover from the proceeds of the disposition of the Vehicle, its reasonable expenses, including an attorney's fee, and that Movant have such other and further relief as is just.

McCULLOUGH & PAYNE



Gregson T. Haan
Georgia Bar No. 316070

1275 Peachtree Street, N.E., Suite 430
Atlanta, Georgia 30309-3565
(404) 873-1386
ATTORNEYS FOR MOVANT
110.1493

U. S. BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

01002741 - RW
April 3, 2002

Code	Case No	Qty	Amount By
ST	02-91266		\$75.00 CK
	Judge - Stacey W. Cotton		
	Debtor - L. WHISTLER		
ST	02-61189		\$75.00 CK
	Judge - Margaret H. Murphy		
	Debtor - B. WRIGHT		
ST	02-62607		\$75.00 CK
	Judge - James E. Massey		
	Debtor - J. HOLT-UNDERWOOD		
ST	02-62185		\$75.00 CK
	Judge - C. Ray Mullins		
	Debtor - B. H. CODY, JR.		

TOTAL: \$300.00

FROM: MCCULLOUGH & PAYNE
1275 PEACHTREE ST., STE 430
ATLANTA, GA 30309-3565
404) 873-1386

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA

IN RE:) CHAPTER 13
)
LAWRENCE WHISTLER)
KATHERINE WHISTLER) CASE NO. A02-91266-C
DEBTOR(S))

OBJECTION TO CONFIRMATION

COMES NOW JAMES H. BONE, TRUSTEE herein, and objects to Confirmation of the plan for the following reasons(s):

1. The plan as proposed will extend beyond 60 months, contrary to 11 U.S.C. Sec. 1322(d). (000 months)
2. The Debtor's payments under the proposed plan are not current.
3. Debtor must provide to the Trustee a copy of the declarations page showing proof of insurance on real estate, automobile(s), mobile home(s), boat(s) and any applicable property.
4. The plan provides for surrender of collateral. Proof of surrender is needed prior to confirmation.
5. Debtor failed to list the following assets: Infinity - leased; 1999 Pontiac Firebird.
6. Debtor failed to list the following creditors: Chase - lease of Infinity, GMAC - cosigner on son's Firebird.
7. Codebtor must file a name correction of Kathleen.
8. Debtor must amend petition to disclose AKA Larry Zabisko.
9. Debtor must amend petition to add GMAC on firebird. Debtor must promptly surrender firebird.

WHEREFORE, the Trustee moves the Court to inquire into the above objections, deny Confirmation of this Debtor's plan, and to dismiss the case.

Date: 04/03/02

/s/
JAMES H. BONE, TRUSTEE
STATE BAR NO. 067000

JAMES H. BONE
STANDING CHAPTER 13 TRUSTEE
SUITE 1100, THE EQUITABLE BUILDING
100 PEACHTREE STREET, N.W.
ATLANTA, GEORGIA 30303-1901
404-525-2555

A02-91266-C

CERTIFICATE OF SERVICE

This is to certify that I have this day served

DEBTOR(S) :

LAWRENCE WHISTLER and KATHERINE WHISTLER
425 RED JACKET WAY
ALPHARETTA, GA

30005

ATTORNEY FOR DEBTOR:

DAVID L. MILLER, ATTY.
3340 PEACHTREE RD NE
SUITE 2615
ATLANTA, GA

30326

in the foregoing matter with a copy of this Objection to Confirmation by depositing in the United States Mail a copy of same in a properly addressed envelope with adequate postage thereon. In accordance with General Order No. 99-1, Paragraph 9, participants in the Electronic Case Filing project have been served by electronic service of the "Notice of Electronic Filing" to the e-mail address shown thereon.

Dated: April 4, 2002

/s/

JAMES H. BONE
STANDING CHAPTER 13 TRUSTEE
SUITE 1100, THE EQUITABLE BUILDING
100 PEACHTREE STREET, N.W.
ATLANTA, GEORGIA 30303-1901
404-525-2555

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

FILED IN CLERK'S OFFICE
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT
OF GEORGIA

2002 MAY 14 AM 8:52

IN RE:

LAWRENCE WHISTLER and
KATHLEEN WHISTLER
(formerly incorrectly
stated as Katherine Whistler),

Debtors.

)
)
) CHAPTER 13

) CASE NO. 02-91266-SWC

) JUDGE COTTON
)

W. YVONNE EVANS

BY

DEPUTY CLERK

DEBTORS' AMENDMENTS TO
CHAPTER 13 PETITION, SCHEDULES AND PLAN

COME NOW LAWRENCE WHISTLER and KATHLEEN WHISTLER, debtors,
and amend their Chapter 13 Schedules and Plan as follows:

1.

Debtors filed their petition for relief under Chapter 13 of Title 11 of the United
States Bankruptcy Code on February 4, 2002.

2.

(a) Debtors' Petition is amended to delete the inadvertent misspelling
"Katherine" from the petition and all subsequent pleadings, schedules and Plan and
replace with the name KATHLEEN WHISTLER, which is evidenced by her signature
of the petition and all subsequent documents filed as her true and correct name. The
change is to the spelling of the name only. All other identifying information is correct.

(b) Debtors' Petition, "All other names used the past 6 years" is amended as
to Lawrence Whistler, to add the name of Larry Zbyszko.

3.

The Debtors' Chapter 13 Plan is amended as follows:

The second unnumbered paragraph is amended to delete \$505 per month and insert therein **\$700 per MONTH, commencing with the April 2002 payment.**

4.

The Attachment to Chapter 13 Plan, paragraph 8. Payments Direct to Creditors is amended as follows:

Subparagraph 1 is deleted and the following inserted therein: **Post petition mortgage payments shall be made directly to Bank of American and Citifinancial.**

Subparagraph 2 is deleted and the following inserted therein: **Post petition auto lease payments will be made directly to Chase Manhattan Automotive Finance.**

5.

The Attachment to Chapter 13 Plan, paragraph 9. Other Provisions is amended to add the following:

3. Debtors shall surrender the 1999 Pontiac Firebird to GMAC and shall, subsequent to surrender, provide written proof of surrender to the Chapter 13 Trustee.

6.

Schedule B, Personal Property, Paragraph 23 is amended to add the following:

<u>Type of Property</u>	<u>Description of Property</u>	<u>H.W. Joint</u>	<u>FMV</u>
23. Automobiles	1999 Pontiac Firebird	J	16,300.00
	2001 GMC Jimmy	J	16,325.00
Total Schedule B.....			\$41,885.00

7.

Schedule D – Creditors Holding Secured Claims is amended to add the following:

<u>Creditor's Info.</u>	<u>Date and Nature of Claim Description and Value of Property Subject to Lien</u>	<u>C.L.D.</u>	<u>Claim</u>	<u>Unsecured Portion</u>
GMAC PO Box 5055 Troy, MI 48007-5055	1999 Pontiac Firebird VIN 2G2FS22K2X2203452 Value: \$16,300		19,340.00	3,040.00
Chase Manhattan Automotive Finance PO Box 5210 New Hyde Park, NY 11042	Infiniti automobile lease		460.00	
Haverty's TSYS Total Debt Management POB 6700 Norcross, GA 30091	Two couches Value: \$700.00		1,499.90	799.90
Haverty's TSYS Total Debt Management POB 6700 Norcross, GA 30091	Furniture Value: \$450.		942.48	492.48

8.

Schedule D – Creditors Holding Secured Claims is amended to state the following
for the previously listed GMAC claim:

<u>Creditor's Info.</u>	<u>Date and Nature of Claim Description and Value of Property Subject to Lien</u>	<u>C.L.D.</u>	<u>Claim</u>	<u>Unsecured Portion</u>
GMAC PO Box 5055 Troy, MI 48007-5055	GMC Jimmy VIN 1GKCS18W51K199272 Value: \$16,325.00		20,055.26	3,730.26


9.

An Amended Schedule J – Current Expenditures of Individual Debtors is
attached hereto and by this reference incorporated herein.

10.

Debtors do not further amend their schedules, petition or Chapter 13 Plan.

Respectfully submitted, <

A handwritten signature in black ink, appearing to read "David L. Miller", written over a horizontal line.

David L. Miller
Ga. Bar No. 506550
Attorney for Debtors

3340 Peachtree Road, NE
Suite 2615 – Tower Place 100
Atlanta, GA 30303
(404) 231-1933

Form 86J
(8/80)In re Lawrence WhistlerKatherine Whistler

Debtor

FILED IN CLERK'S OFFICE
U.S. BANKRUPTCY COURT
Case No. 02-1266-ENC
OF GEORGIA
(If known)
2002 MAR 14 AM 8:52**AMENDED SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)**☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse".

Rent or home mortgage payment (include lot rented for mobile home)

BY DEPUTY CLERK

Are real estate taxes included?

Yes

No

☒

Is property insurance included?

Yes

No

☒

Utilities Electricity and heating fuel

\$ 175.00

Water and sewer

\$ 55.00

Telephone

\$ 65.00Other Cable\$ 35.00Cell phone\$ 30.00

Home maintenance (repairs and upkeep)

\$ 0.00

Food

\$ 320.00

Clothing

\$ 75.00

Laundry and dry cleaning

\$ 0.00

Medical and dental expenses

\$ 50.00

Transportation (not including car payments)

\$ 50.00

Recreation, clubs and entertainment, newspapers, magazines, etc.

\$ 0.00

Charitable contributions

\$ 0.00

Insurance (not deducted from wages or included in home mortgage payments)

Homeowner's or renter's

\$ 0.00

Life

\$ 0.00

Health

\$ 0.00

Auto

\$ 159.00

Other

\$ 0.00

Taxes (not deducted from wages or included in home mortgage payments)

\$ 0.00

(Specify)

Installment payments: (In chapter 12 and 13 cases, do not list payments to be included in the plan)

Auto

\$ 854.00

Other

\$ 0.00

Alimony, maintenance or support paid to others

\$ 0.00

Payments for support of additional dependents not living at your home

\$ 0.00

Regular expenses from operation of business, profession, or farm (attach detailed statement)

\$ 0.00Other 2nd Mortgage\$ 1,200.00

TOTAL MONTHLY EXPENSES (Report also on Summary of Schedules)

\$ 4,900.00

[FOR CHAPTER 12 AND 13 DEBTORS ONLY]

Provide the information requested below, including whether plan payments are to be made bi-weekly, monthly, annually, or at some other regular interval.

A. Total projected monthly income

\$ 5,600.00

B. Total projected monthly expenses

\$ 4,800.00

C. Excess income (A minus B)

\$ 700.00

D. Total amount to be paid into plan each

Monthly
(interval)\$ 700.00

VERIFICATION

FILED IN CLERK'S OFFICE
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT
OF GEORGIA

2002 MAY 14 AM 8:52

The undersigned Lawrence Whistler and Kathleen Whistler having been duly sworn, does hereby state under oath that the facts set forth in the foregoing AMENDMENT TO DEBTOR'S CHAPTER 13 PETITION, SCHEDULES AND PLAN are true and correct.

W. YVONNE EVANS

BY *W. Yvonne Evans*
DEPUTY CLERK

Lawrence Whistler
LAWRENCE WHISTLER

Signed before me this 30th day of
April, 2002.

Daniel C. H. [Signature]
Witness

Kathleen Whistler
KATHLEEN WHISTLER

Signed before me this 30th day of
April, 2002.

Daniel C. H. [Signature]
Witness

CERTIFICATE OF SERVICE

This is to certify that I am over the age of 18 years and have served a copy of the foregoing AMENDMENT TO DEBTORS' CHAPTER 13 PETITION, SCHEDULES AND PLAN upon the following by depositing a copy of same in the United States Mail with sufficient postage thereon and addressed as follows:

James H. Bone
Standing Chapter 13 Trustee
Equitable Building, Suite 100
100 Peachtree Street
Atlanta, GA 30303

United States Trustee
362 United States Courthouse
75 Spring Street, SW
Atlanta, GA 30303

This 13th day of May, 2002.


DAVID L. MILLER

(b) Debtors' Petition, "All other names used the past 6 years" is amended as to Lawrence Whistler, to add the name of Larry Zbyszko.

3.

The Debtors' Chapter 13 Plan is amended as follows:

The second unnumbered paragraph is amended to delete \$505 per month and insert therein **\$700 per MONTH, commencing with the April 2002 payment.**

4.

The Attachment to Chapter 13 Plan, paragraph 8. Payments Direct to Creditors is amended as follows:

Subparagraph 1 is deleted and the following inserted therein: **Post petition mortgage payments shall be made directly to Bank of American and Citifinancial.**

Subparagraph 2 is deleted and the following inserted therein: **Post petition auto lease payments will be made directly to Chase Manhattan Automotive Finance.**

5.

The Attachment to Chapter 13 Plan, paragraph 9. Other Provisions is amended to add the following:

3. Debtors shall surrender the 1999 Pontiac Firebird to GMAC and shall, subsequent to surrender, provide written proof of surrender to the Chapter 13 Trustee.

6.

Schedule B, Personal Property, Paragraph 23 is amended to add the following:

<u>Type of Property</u>	<u>Description of Property</u>	<u>H.W. Joint</u>	<u>FMV</u>
23. Automobiles	1999 Pontiac Firebird	J	16,300.00
	2001 GMC Jimmy	J	16,325.00
Total Schedule B.....			\$41,885.00

7.

Schedule D – Creditors Holding Secured Claims is amended to add the following:

<u>Creditor's Info.</u>	<u>Date and Nature of Claim Description and Value of Property Subject to Lien</u>	<u>C.L.D.</u>	<u>Claim</u>	<u>Unsecured Portion</u>
GMAC PO Box 5055 Troy, MI 48007-5055	1999 Pontiac Firebird VIN 2G2FS22K2X2203452 Value: \$16,300		19,340.00	3,040.00
Chase Manhattan Automotive Finance PO Box 5210 New Hyde Park, NY 11042	Infiniti automobile lease		460.00	
Haverty's TSYS Total Debt Management POB 6700 Norcross, GA 30091	Two couches Value: \$700.00		1,499.90	799.90
Haverty's TSYS Total Debt Management POB 6700 Norcross, GA 30091	Furniture Value: \$450.		942.48	492.48

8.

Schedule D – Creditors Holding Secured Claims is amended to state the following
for the previously listed GMAC claim:

<u>Creditor's Info.</u>	<u>Date and Nature of Claim Description and Value of Property Subject to Lien</u>	<u>C.L.D.</u>	<u>Claim</u>	<u>Unsecured Portion</u>
GMAC PO Box 5055 Troy, MI 48007-5055	GMC Jimmy VIN 1GKCS18W51K199272 Value: \$16,325.00		20,055.26	3,730.26

9.

An Amended Schedule J – Current Expenditures of Individual Debtors is
attached hereto and by this reference incorporated herein.

10.

Debtors do not further amend their schedules, petition or Chapter 13 Plan.

Respectfully submitted, <

A handwritten signature in black ink, appearing to read "David L. Miller", written over a horizontal line.

David L. Miller
Ga. Bar No. 506550
Attorney for Debtors

3340 Peachtree Road, NE
Suite 2615 – Tower Place 100
Atlanta, GA 30303
(404) 231-1933

Form B6J
(5/90)In re Lawrence WhistlerKatherine Whistler

Case No.

FILED IN CLERK'S OFFICE
U.S. BANKRUPTCY COURT
SOUTHERN DISTRICT OF GEORGIA
AT ATLANTA
2002 MAR 14 AM 8:52
W. GUYNE EVANS
CLERK

Debtor

AMENDED SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)☐ Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse".

BY

DEPUTY CLERK

Rent or home mortgage payment (include lot rented for mobile home)

\$ 1,000.00

Are real estate taxes included?

Yes

No

☒

Is property insurance included?

Yes

No

☒

Utilities: Electricity and heating fuel

\$ 175.00

Water and sewer

\$ 55.00

Telephone

\$ 65.00Other: Cable\$ 35.00Cell phone\$ 30.00

Home maintenance (repairs and upkeep)

\$ 0.00

Food

\$ 320.00

Clothing

\$ 75.00

Laundry and dry cleaning

\$ 0.00

Medical and dental expenses

\$ 50.00

Transportation (not including car payments)

\$ 50.00

Recreation, clubs and entertainment, newspapers, magazines, etc.

\$ 0.00

Charitable contributions

\$ 0.00

Insurance (not deducted from wages or included in home mortgage payments)

Homeowner's or renter's

\$ 0.00

Life

\$ 0.00

Health

\$ 0.00

Auto

\$ 159.00

Other

\$ 0.00

Taxes (not deducted from wages or included in home mortgage payments)

(Specify)

\$ 0.00

Installment payments: (In chapter 12 and 13 cases, do not list payments to be included in the plan)

Auto

\$ 854.00

Other

\$ 0.00

Alimony, maintenance or support paid to others

\$ 0.00

Payments for support of additional dependents not living at your home

\$ 0.00

Regular expenses from operation of business, profession, or farm (attach detailed statement)

\$ 0.00Other: 2nd Mortgage\$ 1,200.00

TOTAL MONTHLY EXPENSES (Report also on Summary of Schedules)

\$ 4,900.00

[FOR CHAPTER 12 AND 13 DEBTORS ONLY]

Provide the information requested below, including whether plan payments are to be made bi-weekly, monthly, annually, or at some other regular interval.

A. Total projected monthly income

\$ 5,600.00

B. Total projected monthly expenses

\$ 4,900.00

C. Excess income (A minus B)

\$ 700.00

D. Total amount to be paid into plan each

Monthly
(interval)\$ 700.00

VERIFICATION

FILED IN CLERK'S OFFICE
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT
OF GEORGIA

2002 MAY 14 AM 8:52

The undersigned Lawrence Whistler and Kathleen Whistler having been duly sworn, does hereby state under oath that the facts set forth in the foregoing AMENDMENT TO DEBTOR'S CHAPTER 13 PETITION, SCHEDULES AND PLAN are true and correct.

W. YVONNE EVANS

BY *W. Yvonne Evans*
DEPUTY CLERK

Lawrence Whistler
LAWRENCE WHISTLER

Signed before me this 30th day of
April, 2002.

Dan C. H. [Signature]
Witness

Kathleen Whistler
KATHLEEN WHISTLER

Signed before me this 30th day of
April, 2002.

Dan C. H. [Signature]
Witness


CERTIFICATE OF SERVICE

This is to certify that I am over the age of 18 years and have served a copy of the foregoing AMENDMENT TO DEBTORS' CHAPTER 13 PETITION, SCHEDULES AND PLAN upon the following by depositing a copy of same in the United States Mail with sufficient postage thereon and addressed as follows:

James H. Bone
Standing Chapter 13 Trustee
Equitable Building, Suite 100
100 Peachtree Street
Atlanta, GA 30303

United States Trustee
362 United States Courthouse
75 Spring Street, SW
Atlanta, GA 30303

This 13th day of May, 2002.


DAVID L. MILLER

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

CLERK'S OFFICE
BANKRUPTCY COURT
NORTHERN DISTRICT
OF GEORGIA

02 MAY 14 PM 12:31

W. J. VONN EVANS
CLERK

BY L. R. Whitner
DEPUTY CLERK

IN RE:

LAWRENCE WHISTLER and
KATHLEEN WHISTLER
(formerly incorrectly stated as
Katherine Whistler)

Debtors.

)
)
)CHAPTER 13
)
)CASE NO. 02-91266-swc
)JUDGE COTTON
)
)

CERTIFICATE OF SERVICE

I hereby certify that I have this date served a copy of the Debtor's Amendment to Chapter 13 Petition, Schedules and Plan upon the following by depositing a copy of same in the United States mail with sufficient postage prepaid and addressed as follows:

James H. Bone, Standing Chapter 13 Trustee
Equitable Building, Suite 100
100 Peachtree Street
Atlanta, Georgia 30303

United States Trustee
362 United States Courthouse
75 Spring Street, SW
Atlanta, Georgia 30303

(see attached list)

This the 14th day of May, 2002.

THE LAW OFFICES OF DAVID L. MILLER

BY:

Robert J. Goldman

ROBERT J. GOLDMAN
GEORGIA BAR NO. 297342

Suite 2615—Tower Place 100
3340 Peachtree Road, NE
Atlanta, Georgia 30326

Bank of America ✓
C/o McCalla, Raymer, Padrick, Cobb, Nichols & Clark, LLC
1544 Old Alabama Road
Roswell, GA 30076

Direct Merchants Bank ✓
PO Box 22128
Tulsa, OK 74121

Discover ✓
PO Box 3008
New Albany, OH 43054-3008

Capital One ✓
Capital One Services, Inc.
1957 Westmoreland Road
Richmond, VA 23276-5617

First North American national Bank ✓
PO Box 42364
Richmond, VA 23242

Beneficial ✓
704B North Main Street
Alpharetta, GA 30004

CitiFinancial ✓
2650 Dallas Highway
Suite 160
Marietta, GA 30064-7506

Haverty's ✓
PO Box 740506
Atlanta, Georgia 30374-0506

GMAC ✓
PO Box 105677
Atlanta, Georgia 30348

CitiCorp Credit Services ✓
7920 NW 110th Street
Kansas City, MO 64153

Wal-Mart ✓
PO Box 530929
Atlanta, Georgia 30353-0925

✓ Target-Retailers National Bank
PO Box 59317
Minneapolis, MN 55459-0226

✓ Rich's
PO Box 4587
Carol Stream, IL 60197-4587

✓ Capital One Bank
PO Box 530092
Atlanta, Georgia 30353

✓ Macy's
5300 Kings Island Drive
Mason, OH 45040

✓ Kohl's
PO Box 2983
Milwaukee, WI 53201-2983

✓ Dillards
PO Box 29448
Phoenix, AZ 85038-9448

✓ First Select
PO Box 9104
Pleasanton, CA 94015-3970

✓ Lord & Taylor
PO Box 94873
Cleveland, OH 44101-4873

✓ Ann Taylor
PO Box 1304
New Haven, CT 06505-1304

✓ Jacobson
PO Box 768
Jackson, MI 49204-0768

✓ Internal Revenue Service
PO Box 995
Room 1640, Stop 334-D
Atlanta, Georgia 30370

✓ US Attorney
1800 Richard B. Russell Bldg.
75 Spring Street, SW
Atlanta, Georgia 30335

✓ US Attorney General
Dept. of Justice, Tax Division
Civil Trial Section, Southern Region
PO Box 14198
Ben Franklin Station
Washington, DC 20044

✓ Steven Shapiro
Chief—Tax Division
Dept. of Justice
PO Box 14198
Ben Franklin Station
Washington, DC 20044

State of GA Revenue Commissioner
410 Trinity-Washington Bldg.
Atlanta, GA 30334

GA Dept. of Revenue
Bankruptcy Insolvency Unit
PO Box 3889
Atlanta, Georgia 30334

Attorney General of GA
132 State Judicial Bldg.
Atlanta, Georgia 30334

ENTERED ON DOCKET

5/21/02

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN THE MATTER OF:

Chapter 13

Lawrence Whistler

Katherine Whistler

Debtor(s),

JUDGE STACEY W. COTTON

General Motors Acceptance Corporation

Movant,

CASE NO.02-91266-SWC

vs.

Lawrence Whistler

Katherine Whistler

Timothy Whistler, (Co-Debtor)

James H. Bone, (Trustee)

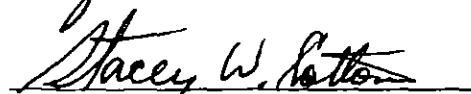
Respondent(s).

ORDER

The above and foregoing matter came on before this court on May 16, 2002 for hearing on the Motion of General Motors Acceptance Corporation, ("Movant") for Relief from the Automatic Stay. The Debtor and non-debtor respondent are indebted to Movant on an installment sale contract for the purchase of a 1999 Pontiac Firebird (the "vehicle"). It appearing that neither the Debtor, the non-debtor respondent nor the Trustee oppose the relief sought by Movant, it is

ORDERED that the Automatic Stay presently in effect against Movant and its interest in the above described vehicle is hereby lifted, as it relates to both the debtor and non-debtor respondent. Any excess proceeds after repossession and resale of the vehicle are to be delivered to the Chapter13 Trustee.


SO ORDERED this the 21st day of May, 2002.



STACEY W. COTTON
UNITED STATES BANKRUPTCY JUDGE

(Additional Signatures on Next Page)

Prepared and Presented By:



Catherine H. Alexander
Georgia Bar No 008860
McCULLOUGH & PAYNE
1275 Peachtree Street, N.E., Suite 430
Atlanta, Georgia 30309-3565
(404) 873-1386
ATTORNEYS FOR MOVANT
Account Number: 340-0334-28315

READ AND APPROVED AS TO FORM ONLY:



James H. Bone
CHAPTER 13 TRUSTEE
GA Bar No. 243655
110.1493

DISTRIBUTION LIST

Counsel for Movant:

McCullough and Payne
1275 Peachtree St., N.E.
Suite 430
Atlanta, Georgia 30309

Counsel for Debtor(s):

David L. Miller
3340 Peachtree Road Suite 2615
Atlanta GA 30326

Trustee:

James H. Bone
100 Peachtree St., N.W., Suite 1100
Atlanta GA 30303

Debtor, Co-Debtor:

Lawrence Whistler
425 Red Jacket Way
Alpharetta, GA 30005

Katherine Whistler
425 Red Jacket Way
Alpharetta, GA 30005

Timothy Whistler
425 Red Jacket Way
Alpharetta, GA 30005

ENTERED ON DOCKET

5/21/02

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN THE MATTER OF:
Lawrence Whistler
Katherine Whistler
Debtor(s),

Chapter 13

JUDGE STACEY W. COTTON

General Motors Acceptance Corporation

Movant,

CASE NO.02-91266-SWC

vs.

Lawrence Whistler
Katherine Whistler
Timothy Whistler, (Co-Debtor)
James H. Bone, (Trustee)

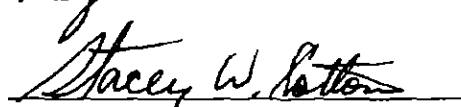
Respondent(s).

ORDER

The above and foregoing matter came on before this court on May 16, 2002 for hearing on the Motion of General Motors Acceptance Corporation, ("Movant") for Relief from the Automatic Stay. The Debtor and non-debtor respondent are indebted to Movant on an installment sale contract for the purchase of a 1999 Pontiac Firebird (the "vehicle"). It appearing that neither the Debtor, the non-debtor respondent nor the Trustee oppose the relief sought by Movant, it is

ORDERED that the Automatic Stay presently in effect against Movant and its interest in the above described vehicle is hereby lifted, as it relates to both the debtor and non-debtor respondent. Any excess proceeds after repossession and resale of the vehicle are to be delivered to the Chapter13 Trustee.

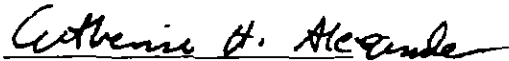
SO ORDERED this the 21st day of May, 2002.



STACEY W. COTTON
UNITED STATES BANKRUPTCY JUDGE

(Additional Signatures on Next Page)

Prepared and Presented By:



Catherine H. Alexander
Georgia Bar No 008860
McCULLOUGH & PAYNE
1275 Peachtree Street, N.E., Suite 430
Atlanta, Georgia 30309-3565
(404) 873-1386
ATTORNEYS FOR MOVANT
Account Number:340-0334-28315

READ AND APPROVED AS TO FORM ONLY:



James H. Bone
CHAPTER 13 TRUSTEE
GA Bar No. 24365
110.1493

DISTRIBUTION LIST

Counsel for Movant:

McCullough and Payne
1275 Peachtree St., N.E.
Suite 430
Atlanta, Georgia 30309

Counsel for Debtor(s):

David L. Miller
3340 Peachtree Road Suite 2615
Atlanta GA 30326

Trustee:

James H. Bone
100 Peachtree St., N.W., Suite 1100
Atlanta GA 30303

Debtor, Co-Debtor:

Lawrence Whistler
425 Red Jacket Way
Alpharetta, GA 30005

Katherine Whistler
425 Red Jacket Way
Alpharetta, GA 30005

Timothy Whistler
425 Red Jacket Way
Alpharetta, GA 30005

BAE SYSTEMS

11400 Commerce Park Drive
Suite 600
Reston, Virginia 22091-1506

CERTIFICATE OF SERVICE

District/off: 113E-9
Case: 02-91266

User: smithme
Form ID: PDF

Page 1 of 1
Total Served: 6

Date Rcvd: May 21, 2002

The following entities were served by first class mail on May 23, 2002.

db Kathleen Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
db Lawrence Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
aty David L. Miller, 3340 Peachtree Rd. N.E., Suite 2615, Atlanta, GA 30326
tr +James H. Bone, Suite 1100 Equitable Bldg., 100 Peachtree Street, NW, Atlanta, GA 30303-1906
5117591 McCullough and Payne, 1275 Peachtree St., NE, Suite 430, Atlanta, GA 30309
5117592 Timothy Whistler, 425 Red Jacket Way, Alpharetta, GA 30005

The following entities were served by electronic transmission.
NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

aty* David L. Miller, 3340 Peachtree Rd. N.E., Suite 2615, Atlanta, GA 30326
tr* +James H. Bone, Suite 1100 Equitable Bldg., 100 Peachtree Street, NW, Atlanta, GA 30303-1906
pty* Kathleen Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
pty* Lawrence Whistler, 425 Red Jacket Way, Alpharetta, GA 30005

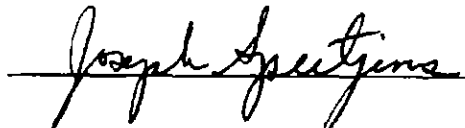
TOTALS: 0, * 4

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

Date: May 23, 2002

Signature:



UNITED STATES BANKRUPTCY COURT
Northern District of Georgia

In re:
Lawrence Whistler
163-44-3689
425 Red Jacket Way
Alpharetta GA 30005

Case No. : 02-91266

Chapter: 13

Judge: Stacey W. Cotton

Kathleen Whistler
477-56-5986
425 Red Jacket Way
Alpharetta GA 30005
Debtor(s)

ORDER CONFIRMING PLAN AND ORDER TO DEBTOR

A summary of the plan of the above-named debtor(s) has been transmitted to all creditors, and it has been determined after notice and a hearing that the debtor(s) plan satisfies the requirements of 11 U.S.C. Section 1325, therefore

It is ORDERED that the plan is confirmed.

It is further ORDERED that:

1. The debtor is prohibited from incurring any new debts without first applying in writing to the trustee and obtaining permission in writing from the trustee to incur the new debt. Incurring new debt includes buying anything on credit or obtaining a loan for any purpose;
2. The debtor is prohibited from mortgaging, selling or otherwise disposing of any personal or real property without first obtaining written authorization from the court after notice & hearing;
3. The debtor shall immediately notify, in writing, the clerk of the United States Bankruptcy Court and the trustee of any change in the debtor's address;
4. The debtor shall immediately notify the trustee in writing of any termination, reduction of, or other change in the employment of the debtor;
5. Any provision in the plan to the contrary notwithstanding, property of the estate shall not revert in the debtor until the earlier of consummation of the plan, discharge of the debtor or dismissal of the case, unless the court orders otherwise;
6. The debtor shall appear in court whenever notified to do so by the court; and
7. If the debtor fails to make any payment to the Chapter 13 Trustee, as required by the plan, within six (6) months of the date of confirmation, upon the Chapter 13 Trustee's certification of non-compliance to the court, the case shall be dismissed without further notice or hearing.

IT IS SO ORDERED.

Stacey W. Cotton

United States Bankruptcy Judge

Dated: 07/02/02

Form cnf - Rev. 4/10/01

BAE SYSTEMS

11400 Commerce Park Drive
Suite 600
Reston, Virginia 22091-1506

CERTIFICATE OF SERVICE

District/off: 113E-9
Case: 02-91266

User: glasperel
Form ID: CNF

Page 1 of 1
Total Served: 44

Date Rcvd: Jul 02, 2002

The following entities were served by first class mail on Jul 04, 2002.

db Kathleen Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
db Lawrence Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
aty David L. Miller, 3340 Peachtree Rd. N.E., Suite 2615, Atlanta, GA 30326
aty +Gregson T. Haan, 1275 Peachtree Street, NE, Suite 430, Atlanta, GA 30309-3576
tr +James H. Bone, Suite 1100 Equitable Bldg., 100 Peachtree Street, NW, Atlanta, GA 30303-1906
4891156 Ann Taylor, PO Box 1304, New Haven, CT 06505-1304
4891164 Attorney General of GA, 132 State Judicial Bldg., Atlanta, Ga 30334
4891137 Bank of America, C/o McCalla, Raymer, Padrick, Cobb,, Nichols & Clark, LLC,
1544 Old Alabama Road, Roswell, GA 30076
4891142 Beneficial, 704B North Main Street, Alpharetta, GA 30004
4918536 Beneficial Georgia Inc., P.O. Box 9055, Brandon, FL 33509-9055
4891140 +Capital One, Capital One Services, Inc., 1957 Westmoreland Road, Richmond, VA 23276-0001
5171451 Capital One Bank, P.O. Box 85167, Richmond, VA 23285
4891150 Capital One Bank, PO Box 530092, Atlanta, Ga 30353
4891143 CitiFinancial, 2650 Dallas Highway, Suite 160, Marietta, GA 30064-7506
4891146 Citicorp Credit Services, 7920 NW 110th Street, Kansas City, MO 64153
4918545 +Conseco Finance Servicing Corp., P.O. Box 6154, MHD Bankruptcy Department,
Rapid City, SD 57709-6154
4891153 Dillard National Bank, P.O. Box 52051, Phoenix, AZ 85072-2051
4891138 Direct Merchants Bank, PO Box 22128, Tulsa, OK 74121
4891139 Discover Financial Services, PO Box 8003, Hilliard, OH 43026
4937688 FDS BANK - Richs, TSYS TOTAL DEBT MGMT. INC., PO BOX 6700, NORCROSS, GA 30091
5164438 Federated Macys, TSYS Debt Mgmt., Inc, P.O. Box 6700, Norcross, GA 30091
4891141 First North American national Bank, PO Box 42364, Richmond, VA 23242
4891154 +First Select, PO Box 9104, Pleasanton, CA 94566-9102
4891163 GA Dept. of Revenue, Bankruptcy Insolvency Unit, PO Box 3889, Atlanta, Ga 30334
4891145 GMAC, PO Box 7041, Troy, MI 48007-7041
4992548 General Motors Acceptance Corporation, PO Box 7041, Troy, MI 48007-7041
4891144 Haverty's, TSYS Total Debt Management, POB 6700, Norcross, GA 30091
4891158 +Internal Revenue Service, PO Box 995, Room 1640, Stop 334-D, Atlanta, Ga 30301-0995
4891157 Jacobson, PO Box 768, Jackson, MI 49204-0768
4891152 Kohl's, PO Box 740933, Dallas, TX 75374
4891155 Lord & Taylor, 111 Boulder Industrial Dr., Bridgeton, MO 63044
4891151 Macy's, 5300 Kings Island Drive, Mason, OH 45040
5117591 McCullough and Payne, 1275 Peachtree St., NE, Suite 430, Atlanta, GA 30309
4994970 Provident National Bank, 4900 Johnson Dr., Pleasanton, CA 94588
5165254 Resurgent Capital Services, P.O. Box 10587, Greenville, SC 29603-0587
4891149 Rich's, PO Box 4587, Carol Stream, IL 60197-4587
4891162 State of GA Revenue Commissioner, 410 Trinity- Washington Bldg., Atlanta, GA 30334
4891161 Steven Shapiro, Chief-Tax Division, Dept. of Justice, PO Box 14198 Ben Franklin Station,
Washington, DC 20044
4891148 +Target-Retailers National Bank, PO Box 59317, Minneapolis, MN 55459-0317
5117592 Timothy Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
4891159 +US Attorney, 1800 Richard B. Russell Bldg., 75 Spring Street, SW, Atlanta, Ga 30303-3309
4891160 US Attorney General, Dept. of Justice, Tax Division, Civil Trial Section, Southern Region,
PO Box 14198 Ben Franklin Station, Washington, DC 20044
5052432 +WORLD FINANCIAL NETWORK, PO BOX 182781, COLUMBUS, OH 43218-2781
4891147 +Wal-Mart, PO Box 530929, Atlanta, Ga 30353-0929

The following entities were served by electronic transmission.
NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

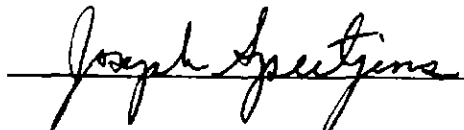
TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

Date: Jul 04, 2002

Signature:



IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:)	
	)	BANKRUPTCY CASE NO. 02-91266
LAWRENCE WHISTLER)	
KATHLEEN WHISTLER	)	CHAPTER 13
)	
Debtors)	
<hr/>		
BANK OF AMERICA MORTGAGE,	)	JUDGE: STACEY W. COTTON
)	
Movant)	
)	
vs	)	CONTESTED MATTER
)	
LAWRENCE WHISTLER)	
KATHLEEN WHISTLER)	
JAMES H. BONE, Trustee)	
)	
Respondents)	

NOTICE OF ASSIGNMENT OF HEARING

NOTICE IS HEREBY GIVEN THAT a Motion for Relief from the automatic stay has been filed in the above-styled case. In the event a hearing cannot be held within thirty (30) days from the filing of the motion for relief from the automatic stay as required by 11 U.S.C. Section 362, Movant waives this requirement and agrees to the next earliest possible date, as evidenced by the signature of its counsel below. The undersigned consents to the automatic stay (and any related co-debtor stay) remaining in effect with respect to Movant until the Court orders otherwise.

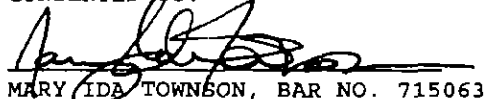
A HEARING will be held on the _____ day of _____, 20_____,
at _____ M., in Courtroom 1404, 75 Spring Street, Atlanta, Georgia.

Within three days of the date of this notice, Movant's attorney or a pro se Movant, shall serve the motion and this notice upon the Debtors, Trustee and their attorneys of record, and shall file a certificate of service within three days of service. BLR 9007-2 NDGa.

DATED:

W. YVONNE EVANS, CLERK
UNITED STATES BANKRUPTCY COURT

CONSENTED TO:


MARY IDA TOWNSON, BAR NO. 715063

Attorney for Movant

McCalla, Raymer, Padrick, Cobb, Nichols & Clark, LLC
1544 Old Alabama Road
Roswell, Georgia 30076-2102
(770) 643-2148
(800) 845-8633

File No. BAKY-02-00822

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:)	
	)	BANKRUPTCY CASE
LAWRENCE WHISTLER)	
KATHLEEN WHISTLER	)	NO. 02-91266
)	
Debtors)	
<hr/>		
BANK OF AMERICA MORTGAGE,	)	JUDGE: STACEY W. COTTON
)	
Movant)	
)	
vs.)	
	)	CHAPTER 13
LAWRENCE WHISTLER)	
KATHLEEN WHISTLER)	
JAMES H. BONE, Trustee)	
)	
Respondents)	

MOTION FOR RELIEF FROM THE AUTOMATIC STAY

COMES NOW Movant and shows this Court the following:

1.

This is a Motion under Section 362(d) of the Bankruptcy Code for relief from the automatic stay for the purpose of foreclosing on certain real property.

2.

Movant is the holder of a Security Instrument which describes certain real property in which Debtors claim an interest. Said

real property is security for a promissory note held by Movant, and is commonly known as 425 Red Jacket Way, Alpharetta, GA.

3.

Debtors have defaulted in making payments which have come due since this case was filed. Through the month of July 2002, five (5) payments have been missed.

4.

The unpaid principal balance is \$ 220,170.21, and interest is due thereon in accordance with the Note.

5.


Because of the Debtors' default and clear inability to make all required payments, Movant is not adequately protected and shows that there is cause for relief from the automatic stay.

6.

Because the Security Instrument so provides, Debtors are responsible for Movant's reasonable attorney's fees.

WHEREFORE, Movant prays for an Order lifting the automatic stay, authorizing Movant to exercise its rights under its Note, Security Instrument and appropriate state statutes, including, but not limited to, the right to foreclose on its collateral.

Movant prays for reasonable attorney's fees and for such other and further relief as is just and equitable.


MARY IDA TOWNSON, BAR NO. 715063
Attorney for Movant

McCalla, Raymer, Padrick, Cobb, Nichols & Clark
1544 Old Alabama Road
Roswell, Georgia 30076-2102
(770) 643-2148
(800) 845-8633

File No. BAKY-02-00822

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

FILED IN CLERK'S OFFICE
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT
OF GEORGIA

02 JUL 17 2002 AM 11:51

IN RE:

LAWRENCE WHISTLER
KATHLEEN WHISTLER

Debtors

BANKRUPTCY CASE NO. 02-91266

CHAPTER 13

BY

W. YVONNE EVANS
CLERK

DEPUTY CLERK

BANK OF AMERICA MORTGAGE,

Movant

JUDGE: STACEY W. COTTON

vs

CONTESTED MATTER

LAWRENCE WHISTLER
KATHLEEN WHISTLER
JAMES H. BONE, Trustee

Respondents

NOTICE OF ASSIGNMENT OF HEARING

NOTICE IS HEREBY GIVEN THAT a Motion for Relief from the automatic stay has been filed in the above-styled case. In the event a hearing cannot be held within thirty (30) days from the filing of the motion for relief from the automatic stay as required by 11 U.S.C. Section 362, Movant waives this requirement and agrees to the next earliest possible date, as evidenced by the signature of its counsel below. The undersigned consents to the automatic stay (and any related co-debtor stay) remaining in effect with respect to Movant until the Court orders otherwise.

A HEARING will be held on the 12 day of Sept., 2002,
at 9:30 A. M., in Courtroom 1404, 75 Spring Street, Atlanta, Georgia.

Within three days of the date of this notice, Movant's attorney or a pro se Movant, shall serve the motion and this notice upon the Debtors, Trustee and their attorneys of record, and shall file a certificate of service within three days of service. BLR 9007-2 NDGa.

DATED:

JUL 17 2002

W. YVONNE EVANS, CLERK
UNITED STATES BANKRUPTCY COURT

CONSENTED TO:


MARY IDA TOWNSON, BAR NO. 715063

Attorney for Movant

McCalla, Raymer, Padrick, Cobb, Nichols & Clark, LLC
1544 Old Alabama Road
Roswell, Georgia 30076-2102
(770) 643-2148
(800) 845-8633

File No. BAKY-02-00822

BANKRUPTCY CASE NO. 02-91266

CHAPTER 13

JUDGE: STACEY W. COTTON

CERTIFICATE OF SERVICE

I, Mary Ida Townson, of McCalla, Raymer, Padrick, Cobb, Nichols & Clark, 1544 Old Alabama Road, Roswell, Georgia 30076-2102, certify:


That on the date below, I served a copy of the within NOTICE OF ASSIGNMENT OF HEARING, together with the "MOTION FOR RELIEF FROM THE AUTOMATIC STAY" filed in this bankruptcy matter on the following parties at the addresses shown, by regular United States Mail, postage prepaid, unless another manner of service is expressly indicated:

Lawrence Whistler
Kathleen Whistler
425 Red Jacket Way
Alpharetta, GA 30005

David L. Miller, Esquire
Law Offices of David L. Miller
3340 Peachtree Road, NE
Suite 2615
Atlanta, GA 30326

James H. Bone, Trustee
100 Peachtree Street, NW
Suite 1100 The Equitable Building
Atlanta, GA 30303

I CERTIFY UNDER PENALTY OF PERJURY THAT THE FOREGOING IS TRUE AND CORRECT.

Executed on 7/22/02 By: 
(date)

MARY IDA TOWNSON, BAR NO. 715063
Attorney for Movant

File No. BAKY-02-00822

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

FILED IN CLERK'S OFFICE
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT
OF GEORGIA

02 JUL 17 AM 11:51

IN RE:

LAWRENCE WHISTLER
KATHLEEN WHISTLER

Debtors

BANKRUPTCY CASE NO. 02-91266

CHAPTER 13

BY

DEPUTY CLERK

W. YVONNE EVANS
CLERK

BANK OF AMERICA MORTGAGE,

Movant

JUDGE: STACEY W. COTTON

vs

CONTESTED MATTER

LAWRENCE WHISTLER
KATHLEEN WHISTLER
JAMES H. BONE, Trustee

Respondents

NOTICE OF ASSIGNMENT OF HEARING

NOTICE IS HEREBY GIVEN THAT a Motion for Relief from the automatic stay has been filed in the above-styled case. In the event a hearing cannot be held within thirty (30) days from the filing of the motion for relief from the automatic stay as required by 11 U.S.C. Section 362, Movant waives this requirement and agrees to the next earliest possible date, as evidenced by the signature of its counsel below. The undersigned consents to the automatic stay (and any related co-debtor stay) remaining in effect with respect to Movant until the Court orders otherwise.

A HEARING will be held on the 12 day of Sept., 2002,
at 9:30 A.M., in Courtroom 1404, 75 Spring Street, Atlanta, Georgia.

Within three days of the date of this notice, Movant's attorney or a pro se Movant, shall serve the motion and this notice upon the Debtors, Trustee and their attorneys of record, and shall file a certificate of service within three days of service. BLR 9007-2 NDGa.

DATED: **JUL 17 2002**

W. YVONNE EVANS, CLERK
UNITED STATES BANKRUPTCY COURT

CONSENTED TO:


MARY IDA TOWNSON, BAR NO. 715063

Attorney for Movant

McCalla, Raymer, Padrick, Cobb, Nichols & Clark, LLC
1544 Old Alabama Road
Roswell, Georgia 30076-2102
(770) 643-2148
(800) 845-8633

File No. BAKY-02-00822

WHI GA0002

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA, ATLANTA DIVISION

IN RE: : CHAPTER: 13
LAWRENCE WHISTLER :
 :
 :
LARRY ZBYSZKO : BANKRUPTCY NO: 02-91266-SWC

REQUEST OF CREDITOR PURSUANT TO BANKRUPTCY RULE 2002(g)
PROVIDING ADDRESS FOR SERVICE
OF NOTICES

To the Clerk:
To the Trustee:

1. This request is filed pursuant to Bankruptcy Rule 2002(g) for the purpose of ensuring that the creditors listed in the lower right-hand corner receive all notices required to be mailed under Bankruptcy Rule 2002 at the address contained herein.

2. The address to which all such notices should be sent appears in the lower right-hand corner of this document and is the address for the attorney/agent for the creditor.

3. The address below should be substituted for that of the creditor named below.

4. A copy of the request is being mailed this date, by first class mail, postage prepaid, to the person(s), if any, whose names and addresses appear in the lower left-hand corner.

American Express Centurion Bank
c/o BECKET & LEE, LLP
P.O. BOX 3001
Malvern, PA 19355-0701
BECKET AND LEE LLP, ATTORNEYS/AGENT

By: /s/Thomas A. Lee III
Thomas A. Lee III

(610) 644-7800

Date: September 18, 2002

American Express Centurion Bank
CREDITOR

Pet: 02/04/02

WHI GA0001

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA, ATLANTA DIVISION

IN RE: : CHAPTER: 13
LAWRENCE WHISTLER :
 :
 :
LARRY ZBYSZKO : BANKRUPTCY NO: A-02-91266-SWC

REQUEST OF CREDITOR PURSUANT TO BANKRUPTCY RULE 2002(g)
PROVIDING ADDRESS FOR SERVICE
OF NOTICES

To the Clerk:
To the Trustee:

1. This request is filed pursuant to Bankruptcy Rule 2002(g) for the purpose of ensuring that the creditors listed in the lower right-hand corner receive all notices required to be mailed under Bankruptcy Rule 2002 at the address contained herein.

2. The address to which all such notices should be sent appears in the lower right-hand corner of this document and is the address for the attorney/agent for the creditor.

3. The address below should be substituted for that of the creditor named below.

4. A copy of the request is being mailed this date, by first class mail, postage prepaid, to the person(s), if any, whose names and addresses appear in the lower left-hand corner.

American Express Travel Related
Services Co., Inc.
c/o BECKET & LEE, LLP
P.O. BOX 3001
Malvern, PA 19355-0701
BECKET AND LEE LLP, ATTORNEYS/AGENT

By: /s/Thomas A. Lee III
Thomas A. Lee III

(610) 644-7800

Date: September 24, 2002
American Express Travel Related
Services Co., Inc.
CREDITOR

Pet: 02/04/02

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:)	CHAPTER 13
)	
LAWRENCE AND)	
KATHLEEN WHISTLER)	A02-91266-C
)	
)	Mon September 23, 2002
)	
)	

NOTICE OF INTENT TO PAY LATE-FILED CLAIM

Comes now James H. Bone in the above styled case and files herewith his NOTICE OF INTENT TO PAY LATE-FILED CLAIM. The following proof of claim was filed after the bar date set forth in the Notice of Commencement of Case issued in this Chapter 13 case.

<u>Name and address of Creditor</u>	<u>Claim Amount</u>	<u>Classification</u>
CITIFINANCIAL	6,551.38	MORTGAGE ARREARS
P.O. BOX 17099	Plus Int @ .00 %	
BALTIMORE, MD 21297		

Please be advised that the Chapter 13 Trustee shall fund this claim, pursuant to the terms of the confirmed plan, unless an objection to claim is filed with the Clerk of Court and served on affected parties and the Chapter 13 Trustee within twenty (20) days of the date of this notice. The allowance of this claim does not affect the right of Debtor(s) or Debtor(s) attorney to object to the substance of the claim. PLEASE GOVERN YOURSELVES ACCORDINGLY.

JAMES H. BONE
STANDING CHAPTER 13 TRUSTEE
SUITE 1100, THE EQUITABLE BUILDING
100 PEACHTREE STREET, N.W.
ATLANTA, GEORGIA 30303-1901
404-525-2555

CERTIFICATE OF SERVICE

THIS IS TO CERTIFY THAT I HAVE THIS DAY SERVED:

LAWRENCE AND
KATHLEEN WHISTLER
425 RED JACKET WAY
ALPHARETTA, GA 30005

DAVID L. MILLER, ATTY.
3340 PEACHTREE RD NE
SUITE 2615
ATLANTA, GA 30326

CITIFINANCIAL
P.O. BOX 17099
BALTIMORE, MD 21297

IN THE FOREGOING MATTER WITH A COPY OF THE TRUSTEE'S
CERTIFICATION BY DEPOSITING IN THE UNITED STATES MAIL A COPY
OF SAME IN A PROPERLY ADDRESSED ENVELOPE WITH ADEQUATE
POSTAGE THEREON.

DATED: September 26, 2002

/s/ _____
OFFICE OF THE TRUSTEE

JAMES H. BONE
STANDING CHAPTER 13 TRUSTEE
SUITE 1100, THE EQUITABLE BUILDING
100 PEACHTREE STREET, N.W
ATLANTA, GA 30303
404-525-2555

ENTERED ON DOCKET
4 NOV 2002

IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE NORTHERN DISTRICT OF GEORGIA
 ATLANTA DIVISION

IN RE:)	
	)	BANKRUPTCY CASE
LAWRENCE WHISTLER)	
KATHLEEN WHISTLER	)	NO. 02-91266
Debtors)	
<hr/>		
BANK OF AMERICA MORTGAGE,)	
)	
Movant	)	CHAPTER 13
vs.)	
)	
LAWRENCE WHISTLER)	
KATHLEEN WHISTLER	)	JUDGE: STACEY W. COTTON
JAMES H. BONE, Trustee)	
)	
Respondents)	

ORDER GRANTING MOTION FOR RELIEF FROM STAY

The above styled Motion having been called before the Court for a hearing on September 12, 2002, upon Notice of Assignment of Hearing to each of the above-captioned parties in interest, and it appearing that there was no opposition to the Motion and that the parties were properly served;

IT IS HEREBY ORDERED AND ADJUDGED that the 11 U.S.C. §362(a) automatic stay is lifted as to Movant herein, its successors and assigns, regarding the real property commonly known as 425 Red Jacket Way, Alpharetta, Georgia.

FURTHER ORDERED that Movant, its successors and assigns, may proceed to assert its rights, including, but not limited to, the


20/12/02

institution and completion of foreclosure proceedings, and to assert any and all of its respective rights and remedies under applicable law, as to its collateral.

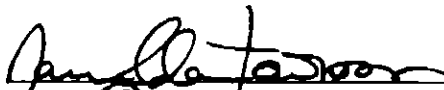
FURTHER ORDERED that the Trustee shall cease funding the balance of Movant's pre-petition arrearage claim and supplemental claim, if any.

FURTHER ORDERED that upon the completion of any foreclosure sale, any funds in excess of the payoff due to Movant under its Note and Security Deed shall be paid to the Trustee for the benefit of the Estate.

SO ORDERED this 4th day of November, 2002.


STACEY W. COTTON
UNITED STATES BANKRUPTCY JUDGE

PREPARED AND PRESENTED BY:


Mary Ida Townson, Bar No. 715063
Attorney for Movant

McCalla, Raymer, Padrick, Cobb, Nichols & Clark
1544 Old Alabama Road
Roswell, Georgia 30076-2102
(770) 643-2148
(800) 275-7171

NO OPPOSITION:


James H. Bone, Bar No. 067000
Chapter 13 Trustee

DISTRIBUTION LIST

Bankruptcy Department
McCalla, Raymer, Padrick, Cobb, Nichols & Clark, LLC
1544 Old Alabama Road
Roswell, Georgia 30076-2102

Lawrence Whistler
Kathleen Whistler
425 Red Jacket Way
Alpharetta, GA 30005

David L. Miller, Esquire
Law Offices of David L. Miller
3340 Peachtree Road, NE
Suite 2615
Atlanta, GA 30326

James H. Bone, Trustee
100 Peachtree St. NW
Suite 1100 The Equitable Building
Atlanta, GA 30303

ENTERED ON DOCKET
4 NOV 2002

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:)	
	)	BANKRUPTCY CASE
LAWRENCE WHISTLER)	
KATHLEEN WHISTLER	)	NO. 02-91266
Debtors)	
<hr/>		
BANK OF AMERICA MORTGAGE,)	
)	
Movant	)	CHAPTER 13
vs.)	
)	
LAWRENCE WHISTLER)	
KATHLEEN WHISTLER	)	JUDGE: STACEY W. COTTON
JAMES H. BONE, Trustee)	
)	
Respondents)	

ORDER GRANTING MOTION FOR RELIEF FROM STAY

The above styled Motion having been called before the Court for a hearing on September 12, 2002, upon Notice of Assignment of Hearing to each of the above-captioned parties in interest, and it appearing that there was no opposition to the Motion and that the parties were properly served;

IT IS HEREBY ORDERED AND ADJUDGED that the 11 U.S.C. §362(a) automatic stay is lifted as to Movant herein, its successors and assigns, regarding the real property commonly known as 425 Red Jacket Way, Alpharetta, Georgia.

FURTHER ORDERED that Movant, its successors and assigns, may proceed to assert its rights, including, but not limited to, the

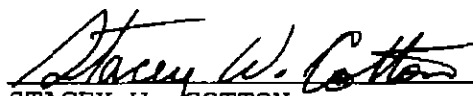
Stacy W. Cotton

institution and completion of foreclosure proceedings, and to assert any and all of its respective rights and remedies under applicable law, as to its collateral.

FURTHER ORDERED that the Trustee shall cease funding the balance of Movant's pre-petition arrearage claim and supplemental claim, if any.

FURTHER ORDERED that upon the completion of any foreclosure sale, any funds in excess of the payoff due to Movant under its Note and Security Deed shall be paid to the Trustee for the benefit of the Estate.

SO ORDERED this 4th day of November, 2002.



STACEY W. COTTON
UNITED STATES BANKRUPTCY JUDGE

PREPARED AND PRESENTED BY:


Mary Ida Townson, Bar No. 715063
Attorney for Movant

McCalla, Raymer, Padrick, Cobb, Nichols & Clark
1544 Old Alabama Road
Roswell, Georgia 30076-2102
(770) 643-2148
(800) 275-7171

NO OPPOSITION:


James H. Bone, Bar No. 067000
Chapter 13 Trustee

DISTRIBUTION LIST

Bankruptcy Department
McCalla, Raymer, Padrick, Cobb, Nichols & Clark, LLC
1544 Old Alabama Road
Roswell, Georgia 30076-2102

Lawrence Whistler
Kathleen Whistler
425 Red Jacket Way
Alpharetta, GA 30005

David L. Miller, Esquire
Law Offices of David L. Miller
3340 Peachtree Road, NE
Suite 2615
Atlanta, GA 30326

James H. Bone, Trustee
100 Peachtree St. NW
Suite 1100 The Equitable Building
Atlanta, GA 30303

BAE SYSTEMS

Enterprise Systems Incorporated
11487 Sunset Hills Road
Reston, Virginia 20190-5234

CERTIFICATE OF SERVICE

District/off: 113E-9
Case: 02-91266

User: smithme
Form ID: PDF

Page 1 of 1
Total Served: 6

Date Rcvd: Nov 05, 2002

The following entities were served by first class mail on Nov 06, 2002.

db Kathleen Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
db Lawrence Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
aty Daniel L. Gibbs, Suite 1100, 100 Peachtree Street, Atlanta, GA 30303
aty David L. Miller, 3340 Peachtree Rd. N.E., Suite 2615, Atlanta, GA 30326
tr +James H. Bone, Suite 1100 Equitable Bldg., 100 Peachtree Street, NW, Atlanta, GA 30303-1906
5482269 Bankruptcy Department, McCalla, Raymer, Padrick, Cobb, Nichols & Clark, LLC,
1544 Old Alabama Road, Roswell, GA 30076

The following entities were served by electronic transmission.

NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS (undeliverable, * duplicate) *****

aty* David L. Miller, 3340 Peachtree Rd. N.E., Suite 2615, Atlanta, GA 30326
tr* +James H. Bone, Suite 1100 Equitable Bldg., 100 Peachtree Street, NW, Atlanta, GA 30303-1906
pty* Kathleen Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
pty* Lawrence Whistler, 425 Red Jacket Way, Alpharetta, GA 30005

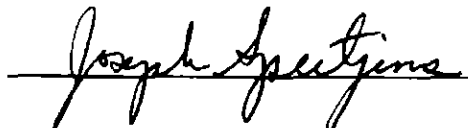
TOTALS: 0, * 4

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

Date: Nov 06, 2002

Signature:



UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

FILED IN CLERK'S OFFICE
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT
OF GEORGIA

02 NOV 13 PM 2:39

IN RE:)
)
LAWRENCE WHISTLER,) CHAPTER 13
) CASE NO. 02-91266-SWC
KATHLEEN WHISTLER,)
Debtors.) JUDGE COTTON

BY W. J. Miller
DEPUTY CLERK

ATTORNEY'S MOTION FOR LEAVE TO WITHDRAW

COMES NOW, ROBERT J. GOLDMAN, ATTORNEY MOVANT, and, files this Motion For Leave to Withdraw as counsel of record for Lawrence Whistler and Kathleen Whistler in the above-styled matter, requesting that this Court enter an Order allowing Robert J. Goldman to withdraw as counsel in this Matter. In support of this Motion, Attorney Movant shows this Court the following:

1.

Robert J. Goldman, David L. Miller and the Law Offices of David L. Miller entered an appearance on behalf of for Lawrence Whistler and Kathleen Whistler by filing a Chapter 13 petition in the above styled matter.

2.

On or about July 19, 2002, Robert J. Goldman left the employment of the Law Offices of David L. Miller.

3.

To the best of Movant's knowledge and belief, David L. Miller informed Lawrence Whistler and Kathleen Whistler that Robert J. Goldman was leaving the employment of the Law Offices of David L. Miller and that the client consented to

continuing to utilize the services of the Law Offices of David L. Miller and David L. Miller in this matter.

4.

David L. Miler and the Law Offices of David L. Miller will continue to represent for Lawrence Whistler and Kathleen Whistlers' interests in this matter.

5.

This will not delay the action, interrupt the orderly operation of the court nor be manifestly unfair to the client.

WHEREFORE, MOVANT ROBERT J. GOLDMAN respectfully requests that this Court enter an Order allowing him to withdraw as counsel of record in this matter.

Respectfully submitted this the ~~27~~¹⁶ day of ~~August~~^{November}, 2002.



ROBERT J. GOLDMAN
STATE BAR NO. 297342

2613G Paces Ridge
Atlanta, Georgia 30339
(678) 427-7386

**UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION**

IN RE:)	
)	
LAWRENCE WHISTLER,	)	CHAPTER 13
	)	CASE NO. 02-91266-SWC
KATHLEEN WHISTLER,)	
Debtors.	)	JUDGE COTTON

CERTIFICATE OF SERVICE

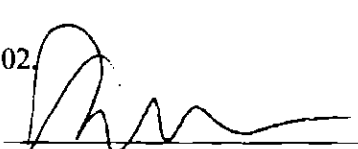
I hereby certify that I have this date served a copy of the foregoing ATTORNEY'S MOTION FOR LEAVE TO WITHDRAW upon the following by United States mail with adequate postage prepaid and addressed as follows:

David L. Miller, Esq.
Suite 2615—Tower Place 100
3340 Peachtree Road, NE
Atlanta, Georgia 30326

James H. Bone, Trustee
Suite 1100 , The Equitable Bldg.
100 Peachtree St.
Atlanta, Georgia 30303

This the ~~22~~ day of ~~August~~, 2002.

11th November



ROBERT J. GOLDMAN
STATE BAR NO. 297342

2613G Paces Ridge
Atlanta, Georgia 30339
(678) 427-7386

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:) CHAPTER 13
)
LAWRENCE AND
KATHLEEN WHISTLER) A02-91266-C
)

TRUSTEE'S REPORT OF NON COMPLIANCE

THE CHAPTER 13 TRUSTEE HAS REVIEWED THIS CASE AND FINDS THAT:

THE DEBTOR FILED THIS BANKRUPTCY CASE ON February 4, 2002 .
AND THE ORDER CONFIRMING THE CASE WAS ENTERED July 2, 2002 .

THE DEBTOR DEFAULTED ON PAYMENTS THAT CAME DUE TO THE TRUSTEE
IN THE SIX MONTH PERIOD IMMEDIATELY FOLLOWING CONFIRMATION.

THE RECEIPT HISTORY ATTACHED TO THIS REPORT AND MARKED
EXHIBIT "A" WILL SHOW THAT THE DEBTOR DEFAULTED ON PAYMENTS
THAT CAME DUE DURING THIS PERIOD.

PARAGRAPH 6 OF THE ORDER AND NOTICE OF FILING AND PARAGRAPH
7 OF THE ORDER CONFIRMING THE PLAN AND ORDER TO DEBTOR PROVIDE
THAT THIS CASE SHALL BE DISMISSED WITHOUT FURTHER NOTICE
UPON CERTIFICATION BY THE TRUSTEE THAT THE DEBTOR MISSED
ANY PAYMENTS DURING THIS SIX MONTH PERIOD. PLEASE ENTER
AN ORDER OF DISMISSAL PURSUANT TO THESE PROVISIONS.

DATED: November 15, 2002 /S/_____
OFFICE OF THE CHAPTER 13 TRUSTEE

JAMES H. BONE
STANDING CHAPTER 13 TRUSTEE
SUITE 1100, THE EQUITABLE BUILDING
100 PEACHTREE STREET, N.W.
ATLANTA, GEORGIA 30303-1901
404-525-2555

EXHIBIT "A"

CASE NO: 02-91266
LAWRENCE AND
KATHLEEN WHISTLER

11/13/2002

THE ORDER OF CONFIRMATION WAS DATED Tue Jul 02, 2002. THIS RECEIPT HISTORY DETAILS THE DEBTOR'S DEFAULT IN THE SIX MONTH PERIOD FOLLOWING CONFIRMATION.

RECEIPT HISTORY

DATE	TYPE	SOURCE	AMOUNT
Apr 17, 2002	PERSONAL CHECK FROM	3723	700.00
May 16, 2002	PERSONAL CHECK FROM	3733	1,400.00
Jul 26, 2002	PERSONAL CHECK FROM	3749	1,400.00
Aug 23, 2002	PERSONAL CHECK FROM	3764	700.00
TOTAL PAID IN			\$ 4,200.00

CERTIFICATE OF SERVICE

THIS IS TO CERTIFY THAT I HAVE THIS DAY SERVED:

LAWRENCE AND
KATHLEEN WHISTLER
425 RED JACKET WAY
ALPHARETTA, GA 30005

DAVID L. MILLER, ATTY.
3340 PEACHTREE RD NE
SUITE 2615
ATLANTA, GA 30326

IN THE FOREGOING MATTER WITH A COPY OF THE TRUSTEE'S
CERTIFICATION BY DEPOSITING IN THE UNITED STATES MAIL A COPY
OF SAME IN A PROPERLY ADDRESSED ENVELOPE WITH ADEQUATE
POSTAGE THEREON.

DATED: November 15, 2002

/s/_____
OFFICE OF THE TRUSTEE

JAMES H. BONE
STANDING CHAPTER 13 TRUSTEE
SUITE 1100, THE EQUITABLE BUILDING
100 PEACHTREE STREET, N.W.
ATLANTA, GEORGIA 30303-1901
404-525-2555

UNITED STATES BANKRUPTCY COURT
Northern District of Georgia

In re:
Lawrence Whistler
163-44-3689
425 Red Jacket Way
Alpharetta GA 30005

Kathleen Whistler
477-56-5986
425 Red Jacket Way
Alpharetta GA 30005
Debtor(s)

Case No. : 02-91266

Chapter: 13

Judge: Stacey W. Cotton

ORDER OF DISMISSAL

The Chapter 13 Trustee reports that the Debtor(s) has failed to comply with the direction of the Court. Therefore,

IT IS ORDERED THAT THIS CASE IS DISMISSED.

Any unpaid filing fees must be paid by the Debtor(s) to the Clerk of the United States Bankruptcy Court within ten (10) days of the date of the entry of this Order.

The Clerk is directed to serve a copy of this Order on the Debtor(s), the Attorney for the Debtor(s), the Chapter 13 Trustee, all creditors and other parties in interest. The Attorney for the Debtor(s) shall serve a copy of this Order upon any employer of the Debtor(s) who is subject to an employer deduction order.

Stacey W. Cotton

United States Bankruptcy Judge

Dated: 11/15/02

Form fep - Rev. 4/10/01

BAE SYSTEMS

Enterprise Systems Incorporated
11487 Sunset Hills Road
Reston, Virginia 20190-5234

CERTIFICATE OF SERVICE

District/off: 113E-9
Case: 02-91266

User: smithme
Form ID: FCP

Page 1 of 2
Total Served: 52

Date Rcvd: Nov 19, 2002

The following entities were served by first class mail on Nov 20, 2002.

db Kathleen Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
db Lawrence Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
aty Daniel L. Gibbs, Suite 1100, 100 Peachtree Street, Atlanta, GA 30303
aty David L. Miller, 3340 Peachtree Rd. N.E., Suite 2615, Atlanta, GA 30326
aty +Gregson T. Haan, 1275 Peachtree Street, NE, Suite 430, Atlanta, GA 30309-3576
aty Mary Ida Townson, 1544 Old Alabama Road, Roswell, GA 30076
aty Robert J. Goldman, 2613G Paces Ridge, Atlanta, GA 30339
aty Thomas A. Lee, III, 16 General Warren Blvd., Malvern, PA 19355
tr +James H. Bone, Suite 1100 Equitable Bldg., 100 Peachtree Street, NW, Atlanta, GA 30303-1906
5370295 American Express Centurian Bank, BECKET AND LEE LLP, ATTORNEYS/AGENT, c/o BECKET & LEE, LLP,
P.O. BOX 3001, Malvern, PA 19355-0701
5383503 American Express Travel Related, Services Co., Inc., BECKET AND LEE LLP, ATTORNEYS/AGENT,
P.O. BOX 3001, Malvern, PA 19355-0701
4891156 Ann Taylor, PO Box 1304, New Haven, CT 06505-1304
4891164 Attorney General of GA, 132 State Judicial Bldg., Atlanta, Ga 30334
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Rapid City, SD 57709-6154
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5164438 Federated Macys, TSYS Debt Mgmt., Inc., P.O. Box 6700, Norcross, GA 30091
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5117592 Timothy Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
4891159 +US Attorney, 1800 Richard B. Russell Bldg., 75 Spring Street, SW, Atlanta, Ga 30303-3309
4891160 US Attorney General, Dept. of Justice, Tax Division, Civil Trial Section, Southern Region,
PO Box 14198 Ben Franklin Station, Washington, DC 20044
5052432 +WORLD FINANCIAL NETWORK, PO BOX 182781, COLUMBUS, OH 43218-2781
4891147 +Wal-Mart, PO Box 530929, Atlanta, Ga 30353-0929

The following entities were served by electronic transmission.

NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP.
USPS regulations require that automation-compatible mail display the correct ZIP.

District/off: 113E-9
Case: 02-91266

User: smithme
Form ID: FCP

Page 2 of 2
Total Served: 52

Date Rcvd: Nov 19, 2002

***** BYPASSED RECIPIENTS (continued) *****

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

Date: Nov 20, 2002

Signature: _____

Joseph Speetjens

IN THE UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA

IN RE: LAWRENCE WHISTLER
425 RED JACKET WAY
ALPHARETTA, GA

KATHLEEN WHISTLER
425 RED JACKET WAY
ALPHARETTA, GA
30005-0000

CASE No.
A02-91266-C
30005-0000

FINAL REPORT AND ACCOUNT

SS#1 - 163-44-3689
SS#2 - 477-56-5986

This Case was
commenced on 02/04/02

The Plan was
confirmed on 07/02/02

The Case was
concluded on 11/15/02

THIS CASE IS DISMISSED AFTER CONFIRMATION

Your trustee has maintained a detailed record of all receipts, including the source or other identification of each receipt and of all disbursements. Copies of these detailed records are incorporated by reference in this report.

DIVIDEND TO UNSECURED CREDITORS ... 20.00 %

RECEIPTS: Amount paid to the Trustee by or for the Debtor for the benefit of
creditors. \$ 4,200.00

DISBURSEMENTS TO CREDITORS		DEBT	PAID BY	DIRECT	BALANCE
CREDITOR'S NAME		AMOUNT	TRUSTEE	PAY	DUE
BANK OF AMERICA	M	12,528.16	991.13	11,537.03	.00
CAPITAL ONE BANK	U	673.78	.00	.00	134.76
CAPITAL ONE BANK	U	647.13	.00	.00	129.43
CITIFINANCIAL	M	5,512.00	436.06	.00	5,075.94
CITIFINANCIAL	M	6,551.38	.00	.00	6,551.38
DILLARD NATIONAL BANK	U	596.60	.00	.00	119.32
DISCOVER FINANCIAL SERVIC	U	3,789.99	.00	.00	758.00
GMAC	S	16,325.00	1,144.44	.00	15,180.56
INTEREST PAID TO THE ABOVE CLAIM:			419.90		
GMAC	U	19,320.87	.00	.00	3,864.17
GMAC	U	599.16	.00	.00	119.83
GMAC	U	3,730.26	.00	.00	746.05
HAVERTY'S CREDIT SERVICES	S	450.00	14.40	.00	435.60
INTEREST PAID TO THE ABOVE CLAIM:			55.03		
HAVERTY'S CREDIT SERVICES	S	700.00	22.41	.00	677.59
INTEREST PAID TO THE ABOVE CLAIM:			85.59		
HAVERTY'S CREDIT SERVICES	U	492.48	.00	.00	98.50
HAVERTY'S CREDIT SERVICES	U	799.90	.00	.00	159.98
HOUSEHOLD RETAIL SERVICES	U	4,862.68	.00	.00	972.54
JACOBSON	U	223.17	.00	.00	44.63
KOHL'S	U	1,010.47	.00	.00	202.09
LORD & TAYLOR	U	687.21	.00	.00	137.44
PROVIDIAN NATIONAL BANK	U	29,669.16	.00	.00	5,933.83
BENEFICIAL	U	.00	.00	.00	.00
CITICORP CREDIT SRV.	U	.00	.00	.00	.00
DIRECT MERCHANTS BAN	U	.00	.00	.00	.00

DISBURSEMENTS TO CREDITORS CREDITOR'S NAME	DEBT	TOTAL AMOUNT	PAID PAID	BALANCE DUE
DISCOVER	U	.00	.00	.00
1ST N. AMERICAN NTL.	U	.00	.00	.00
HAVERTY'S	U	.00	.00	.00
RICH'S	U	.00	.00	.00
TARGET	U	.00	.00	.00
SHERMAN ACQUISITION LP	U	1,202.32	.00	240.46
TSYS TOTAL DEBT MGMT, INC	U	1,946.07	.00	389.21
TSYS TOTAL DEBT MGMT, INC	U	579.92	.00	115.98
WORLD FINANCIAL NETWK NAT	U	641.97	.00	128.39
LAWRENCE WHISTLER		.00		

SUMMARY OF CLAIMS ALLOWED AND PAID

SECURED	PRIORITY	GENERAL	DEB REF	TOTAL	TOTAL PAID
AMT. ALLOW 42066.54	.00	71473.14	.00	113539.68	PLUS
PRIN. PAID 2608.44	.00	.00	.00	2608.44	DIRECT PAY
INT. PAID 560.52	.00	.00		560.52	
DIRECT PAY 11537.03	.00	.00		11,537.03	14705.99

OTHER DISBURSEMENTS UNDER ORDER OF COURT:

DEBTOR'S ATTORNEY	FEE ALLOWED	FEE PAID
DAVID L. MILLER, ATTY.	1,300.00	815.80

COURT COSTS AND OTHER EXPENSES OF ADMINISTRATION:

FILING EXPENSE	NOTICING EXPENSE	TRUSTEE EXPENSE	TOTAL
.00	.00	215.24	215.24

WHEREFORE, your Trustee shows this Court that the estate has been properly and fully administered in accordance with the requirements of the Bankruptcy Code and Rules, and the estate is ready for closing, and prays that a Final Decree be entered discharging the Trustee and closing the estate, and granting such other and further relief as the Court may deem just and proper.

/s/

JAMES H. BONE, TRUSTEE
State Bar No. 067000

Date: 12/17/02

UNITED STATES BANKRUPTCY COURT
Northern District of Georgia

In re:
Lawrence Whistler, 163-44-3689, aka
Larry Zbyszko, Kathleen Whistler,
477-56-5986

Case Number: 02-91266
Chapter: 13

Judge: Stacey W. Cotton

425 Red Jacket Way
Alpharetta, GA 30005

Debtor(s)

ORDER APPROVING ACCOUNT, DISCHARGING CHAPTER 13 TRUSTEE
AND CLOSING ESTATE

It appearing that the case of the above-named Debtor(s) was dismissed by Order of this Court, and

It further appearing that the Chapter 13 Trustee herein has made distribution of all funds paid into the hands of the Trustee by the Debtor(s) and has rendered a full and complete account thereof, and that said Trustee has performed all other duties as required in the administration of said estate; and that said estate has been fully administered,

IT IS HEREBY ORDERED that:

1. The account of the Chapter 13 Trustee is allowed and approved;
2. The Chapter 13 Trustee is discharged and relieved of the trust;
3. The estate is closed; and
4. The Clerk shall mail a copy of this Order to the Debtor, the attorney for the Debtor(s), and the Trustee.

Stacey W. Cotton

United States Bankruptcy Judge

Dated: 12/20/02

Form OD3 - Rev. 07/17/01

BAE SYSTEMS

Enterprise Systems Incorporated
11487 Sunset Hills Road
Reston, Virginia 20190-5234

CERTIFICATE OF SERVICE

District/off: 113E-9
Case: 02-91266

User: smithme
Form ID: OD3

Page 1 of 2
Total Served: 52

Date Rcvd: Dec 20, 2002

The following entities were served by first class mail on Dec 22, 2002.

db Kathleen Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
db Lawrence Whistler, 425 Red Jacket Way, Alpharetta, GA 30005
aty Daniel L. Gibbs, Suite 1100, 100 Peachtree Street, Atlanta, GA 30303
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4918545 +Conseco Finance Servicing Corp., P.O. Box 6154, MHD Bankruptcy Department,
Rapid City, SD 57709-6154
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4891160 US Attorney General, Dept. of Justice, Tax Division, Civil Trial Section, Southern Region,
PO Box 14198 Ben Franklin Station, Washington, DC 20044
5052432 +WORLD FINANCIAL NETWORK, PO BOX 182781, COLUMBUS, OH 43218-2781
4891147 +Wal-Mart, PO Box 530929, Atlanta, Ga 30353-0929

The following entities were served by electronic transmission.

NONE.

TOTAL: 0

***** BYPASSED RECIPIENTS *****

NONE.

TOTAL: 0

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District/off: 113E-9
Case: 02-91266

User: smithme
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Page 2 of 2
Total Served: 52

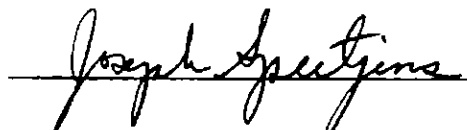
Date Rcvd: Dec 20, 2002

***** BYPASSED RECIPIENTS (continued) *****

I, Joseph Speetjens, declare under the penalty of perjury that I have served the attached document on the above listed entities in the manner shown, and prepared the Certificate of Service and that it is true and correct to the best of my information and belief.

Date: Dec 22, 2002

Signature:

A handwritten signature in black ink, reading "Joseph Speetjens", written over a horizontal line.

02-91266-swc Lawrence Whistler and Kathleen Whistler

Case type: bk **Chapter:** 13 **Asset:** Yes (Select if Chapter 13,11 or 12) **Vol:** v **Judge:** Stacey W. Cotton

Date filed: 02/04/2002 **Plan confirmed:** 07/02/2002

Date terminated: 12/20/2002 **Date of last filing:** 12/22/2002

Creditors

American Express Centurion Bank

BECKET AND LEE LLP, ATTORNEYS/AGENT

c/o BECKET & LEE, LLP

(cr)

P.O. BOX 3001

Malvern, PA 19355-0701

American Express Travel Related

Services Co., Inc.

BECKET AND LEE LLP, ATTORNEYS/AGENT

(cr)

P.O. BOX 3001

Malvern, PA 19355-0701

Ann Taylor

PO Box 1304

(cr)

New Haven, CT 06505-1304

Attorney General of GA

132 State Judicial Bldg.

(cr)

Atlanta, Ga 30334

Bank of America

C/o McCalla, Raymer, Padrick, Cobb,

Nichols & Clark, LLC

(cr)

1544 Old Alabama Road

Roswell, GA 30076

Bankruptcy Department

McCalla, Raymer, Padrick, Cobb

Nichols & Clark, LLC

(cr)

1544 Old Alabama Road

Roswell, GA 30076

Beneficial

704B North Main Street

(cr)

Alpharetta, GA 30004

Beneficial Georgia Inc.

P.O. Box 9055

(cr)

Brandon, GL 33509-9055

Capital One

Capital One Services, Inc.

(cr)

1957 Westmoreland Road

Richmond, VA 23276-5617

Capital One Bank

P.O. Box 85167 (cr)
Richmond, VA 23285

Capital One Bank

PO Box 530092 (cr)
Atlanta, Ga 30353

CitiFinancial

2650 Dallas Highway (cr)
Suite 160
Marietta, GA 30064-7506

CitiFinancial

P.O. Box 17099 (cr)
Baltimore, MD 21297

Citicorp Credit Services

7920 NW 110th Street (cr)
Kansas City, MO 64153

Conseco Finance Servicing Corp.

P.O. Box 6154 (cr)
MHD Bankruptcy Department
Rapid City, SD 57709-9858

Dillard National Bank

P.O. Box 52051 (cr)
Phoenix, AZ 85072-2051

Direct Merchants Bank

PO Box 22128 (cr)
Tulsa, OK 74121

Discover Financial Services

PO Box 8003 (cr)
Hillird, OH 43026

FDS BANK - Richs

TSYS TOTAL DEBT MGMT, INC. (cr)
PO BOX 6700
NORCROSS, GA 30091

Federated Macys

TSYS Debt Mgmt., Inc (cr)
P.O. Box 6700
Norcross, GA 30091

First North American national Bank

PO Box 42364 (cr)
Richmond, VA 23242

First Select

PO Box 9104 (cr)
Pleasanton, CA 94015-3970

GA Dept. of Revenue

Bankruptcy Insolvency Unit (cr)
PO Box 3889
Atlanta, Ga 30334

GMAC

PO Box 7041 (cr)
Troy, MI 48007-7041

General Motors Acceptance Corporation

PO Box 7041 (cr)
Troy,MI 48007-7041

Haverty's

TSYS Total Debt Management (cr)
POB 6700
Norcross, GA 30091

Internal Revenue Service

PO Box 995 (cr)
Room 1640, Stop 334-D
Atlanta, Ga 30370

Jacobson

PO Box 768 (cr)
Jackson, MI 49204-0768

Kohl's

PO Box 740933 (cr)
Dallas, TX 75374

Lord & Taylor

111 Boulder Industrial Dr. (cr)
Bridgeton, MO 63044

Macy's

P.O. Box 8120 (cr)
Mason, OH 45040

McCullough and Payne

1275 Pechtree St., NE (cr)
Suite 430
Atlanta, GA 30309

Providian National Bank

4900 Johnson Dr. (cr)
Pleasanton, CA 94588

Resurgent Capital Services

P.O. Box 10587 (cr)

Greenville, SC 29603-0587

Rich's

PO Box 4587 (cr)
Carol Stream, IL 60197-4587

State of GA Revenue Commissioner

410 Trinity- Washington Bldg. (cr)
Atlanta, GA 30334

Steven Shapiro

Chief-Tax Division
Dept. of Justice (cr)
PO Box 14198 Ben Franklin Station
Washington, DC 20044

Target-Retailers National Bank

PO Box 59317 (cr)
Minneapolis, MN 55459-0226

Timothy Whistler

425 Red Jacket Way (cr)
Alpharetta, GA 30005

US Attorney

1800 Richard B. Russell Bldg.
75 Spring Street, SW (cr)
Atlanta, Ga 30335

US Attorney General

Dept. of Justice, Tax Division
Civil Trial Section, Southern Region (cr)
PO Box 14198 Ben Franklin Station
Washington, DC 20044

WORLD FINANCIAL NETWORK

PO BOX 182781 (cr)
COLUMBUS, OH 43218-2124

Wal-Mart

PO Box 530929 (cr)
Atlanta, Ga 30353-0925

Northern District of Georgia Claims Register

**02-91266-swc Lawrence Whistler and Kathleen WhistlerCASE CLOSED on
12/20/2002**

**Judge Stacey W. Cotton
Debtor Name: WHISTLER,LAWRENCE**

Claim No: 1	<i>Creditor Name:</i> Beneficial Georgia Inc. P.O. Box 9055 Brandon, GL 33509-9055	<i>Last Date to File Claims:</i> 06/13/2002 <i>Last Date to File (Govt):</i> <i>Filing Status:</i> <i>Docket Status:</i> <i>Late:</i> N
<i>Claim Date:</i> 02/14/2002	<i>Amends Claim No:</i> <i>Amended By Claim No:</i>	<i>Duplicates Claim No:</i> <i>Duplicated By Claim No:</i>
Class	Amount Claimed	Amount Allowed
Unsecured	\$4862.68	
Total	\$4862.68	
<i>Description:</i>		
<i>Remarks:</i>		

Claim No: 2	<i>Creditor Name:</i> Conseco Finance Servicing Corp. P.O. Box 6154 MHD Bankruptcy Department Rapid City, SD 57709-9858	<i>Last Date to File Claims:</i> 06/13/2002 <i>Last Date to File (Govt):</i> <i>Filing Status:</i> <i>Docket Status:</i> <i>Late:</i> N
<i>Claim Date:</i> 02/14/2002	<i>Amends Claim No:</i> <i>Amended By Claim No:</i>	<i>Duplicates Claim No:</i> <i>Duplicated By Claim No:</i>
Class	Amount Claimed	Amount Allowed
Total		
<i>Description: file on incorrect case</i>		
<i>Remarks: (n/a)</i>		

Claim No: 3	Creditor Name: Haverty's TSYS Total Debt Management POB 6700 Norcross, GA 30091	Last Date to File Claims: 06/13/2002 Last Date to File (Govt): Filing Status: Docket Status: Late: N
Claim Date: 02/21/2002	Amends Claim No: Amended By Claim No:	Duplicates Claim No: Duplicated By Claim No:
Class	Amount Claimed	Amount Allowed
Unsecured	\$942.48	
Total	\$942.48	
Description:		
Remarks:		

Claim No: 4	Creditor Name: Haverty's TSYS Total Debt Management POB 6700 Norcross, GA 30091	Last Date to File Claims: 06/13/2002 Last Date to File (Govt): Filing Status: Docket Status: Late: N
Claim Date: 02/21/2002	Amends Claim No: Amended By Claim No:	Duplicates Claim No: Duplicated By Claim No:
Class	Amount Claimed	Amount Allowed
Secured	\$1499.90	
Total	\$1499.90	
Description:		
Remarks:		

Claim No: 5	Creditor Name: FDS BANK - Richs TSYS TOTAL DEBT MGMT, INC. PO BOX 6700 NORCROSS, GA 30091	Last Date to File Claims: 06/13/2002 Last Date to File (Govt): Filing Status: Docket Status: Late: N
Claim Date: 02/22/2002	Amends Claim No: Amended By Claim No:	Duplicates Claim No: Duplicated By Claim No:
Class	Amount Claimed	Amount Allowed
Unsecured	\$1946.07	
Total	\$1946.07	
Description:		
Remarks:		

Claim No: 6	Creditor Name: Discover Financial Services PO Box 8003 Hillird, OH 43026	Last Date to File Claims: 06/13/2002 Last Date to File (Govt): Filing Status: Docket Status: Late: N
Claim Date: 02/25/2002	Amends Claim No: Amended By Claim No:	Duplicates Claim No: Duplicated By Claim No:
Class	Amount Claimed	Amount Allowed
Unsecured	\$3789.99	
Total	\$3789.99	
Description:		
Remarks:		

Claim No: 7	Creditor Name: Lord & Taylor 111 Boulder Industrial Dr. Bridgeton, MO 63044	Last Date to File Claims: 06/13/2002 Last Date to File (Govt): Filing Status: Docket Status: Late: N
Claim Date: 03/04/2002	Amends Claim No: Amended By Claim No:	Duplicates Claim No: Duplicated By Claim No:
Class	Amount Claimed	Amount Allowed
Unsecured	\$687.21	
Total	\$687.21	
Description:		
Remarks:		

Claim No: 8	Creditor Name: CitiFinancial 2650 Dallas Highway Suite 160 Marietta, GA 30064-7506	Last Date to File Claims: 06/13/2002 Last Date to File (Govt): Filing Status: Docket Status: Late: N
Claim Date: 03/07/2002	Amends Claim No: Amended By Claim No:	Duplicates Claim No: Duplicated By Claim No:
Class	Amount Claimed	Amount Allowed
Secured	\$89005.44	
Total	\$89005.44	
Description:		
Remarks:		

Claim No: 9	Creditor Name: GMAC PO Box 7041 Troy, MI 48007-7041	Last Date to File Claims: 06/13/2002 Last Date to File (Govt): Filing Status: Docket Status: Late: N
Claim Date: 03/11/2002	Amends Claim No: Amended By Claim No:	Duplicates Claim No: Duplicated By Claim No:
Class	Amount Claimed	Amount Allowed
Secured	\$19320.87	
Total	\$19320.87	
Description:		
Remarks:		

Claim No: 10	Creditor Name: GMAC PO Box 7041 Troy, MI 48007-7041	Last Date to File Claims: 06/13/2002 Last Date to File (Govt): Filing Status: Docket Status: Late: N
Claim Date: 03/11/2002	Amends Claim No: Amended By Claim No:	Duplicates Claim No: Duplicated By Claim No:
Class	Amount Claimed	Amount Allowed
Secured	\$20055.26	
Total	\$20055.26	
Description:		
Remarks:		

Claim No: 11	Creditor Name: CitiFinancial 2650 Dallas Highway Suite 160 Marietta, GA 30064-7506	Last Date to File Claims: 06/13/2002 Last Date to File (Govt): Filing Status: Docket Status: Late: N
Claim Date: 03/07/2002	Amends Claim No: Amended By Claim No:	Duplicates Claim No: Duplicated By Claim No:
Class	Amount Claimed	Amount Allowed
Secured	\$89005.44	
Total	\$89005.44	
Description:		
Remarks:		

Claim No: 12	Creditor Name: General Motors Acceptance Corporation PO Box 7041 Troy, MI 48007-7041	Last Date to File Claims: 06/13/2002 Last Date to File (Govt): Filing Status: Docket Status: Late: N
Claim Date: 03/18/2002	Amends Claim No: Amended By Claim No:	Duplicates Claim No: Duplicated By Claim No:
Class	Amount Claimed	Amount Allowed
Unsecured	\$599.16	
Total	\$599.16	
Description:		
Remarks:		

Claim No: 13	Creditor Name: Providian National Bank 4900 Johnson Dr. Pleasanton, CA 94588	Last Date to File Claims: 06/13/2002 Last Date to File (Govt): Filing Status: Docket Status: Late: N
Claim Date: 03/18/2002	Amends Claim No: Amended By Claim No:	Duplicates Claim No: Duplicated By Claim No:
Class	Amount Claimed	Amount Allowed
Unsecured	\$29669.16	
Total	\$29669.16	
Description:		
Remarks:		

Claim No: 14	Creditor Name: Jacobson PO Box 768 Jackson, MI 49204-0768	Last Date to File Claims: 06/13/2002 Last Date to File (Govt): Filing Status: Docket Status: Late: N
Claim Date: 03/18/2002	Amends Claim No: Amended By Claim No:	Duplicates Claim No: Duplicated By Claim No:
Class	Amount Claimed	Amount Allowed
Unsecured	\$223.17	
Total	\$223.17	
Description:		
Remarks:		

Claim No: <u>15</u>	<i>Creditor Name:</i> Kohl's PO Box 740933 Dallas, TX 75374	<i>Last Date to File Claims:</i> 06/13/2002 <i>Last Date to File (Govt):</i> <i>Filing Status:</i> <i>Docket Status:</i> <i>Late:</i> N
<i>Claim Date:</i> 03/22/2002	<i>Amends Claim No:</i> <i>Amended By Claim No:</i>	<i>Duplicates Claim No:</i> <i>Duplicated By Claim No:</i>
Class	Amount Claimed	Amount Allowed
Unsecured	\$1010.47	
Total	\$1010.47	
<i>Description:</i>		
<i>Remarks:</i>		

Claim No: <u>16</u>	<i>Creditor Name:</i> CitiFinancial 2650 Dallas Highway Suite 160 Marietta, GA 30064-7506	<i>Last Date to File Claims:</i> 06/13/2002 <i>Last Date to File (Govt):</i> <i>Filing Status:</i> <i>Docket Status:</i> <i>Late:</i> N
<i>Claim Date:</i> 03/27/2002	<i>Amends Claim No:</i> <i>Amended By Claim No:</i>	<i>Duplicates Claim No:</i> <i>Duplicated By Claim No:</i>
Class	Amount Claimed	Amount Allowed
Secured	\$89005.44	
Total	\$89005.44	
<i>Description:</i>		
<i>Remarks:</i>		

Claim No: <u>17</u>	<i>Creditor Name:</i> WORLD FINANCIAL NETWORK PO BOX 182781 COLUMBUS, OH 43218-2124	<i>Last Date to File Claims:</i> 06/13/2002 <i>Last Date to File (Govt):</i> <i>Filing Status:</i> <i>Docket Status:</i> <i>Late:</i> N
<i>Claim Date:</i> 04/12/2002	<i>Amends Claim No:</i> <i>Amended By Claim No:</i>	<i>Duplicates Claim No:</i> <i>Duplicated By Claim No:</i>
Class	Amount Claimed	Amount Allowed
Unsecured	\$641.97	
Total	\$641.97	
<i>Description:</i>		
<i>Remarks:</i>		

Claim No: 18	Creditor Name: Dillard National Bank P.O. Box 52051 Phoenix, AZ 85072-2051	Last Date to File Claims: 06/13/2002 Last Date to File (Govt): Filing Status: Docket Status: Late: N
Claim Date: 05/31/2002	Amends Claim No: Amended By Claim No:	Duplicates Claim No: Duplicated By Claim No:
Class	Amount Claimed	Amount Allowed
Unsecured	\$596.60	
Total	\$596.60	
Description:		
Remarks:		

Claim No: 19	Creditor Name: Bank of America C/o McCalla, Raymer, Padrick, Cobb, Nichols & Clark, LLC 1544 Old Alabama Road Roswell, GA 30076	Last Date to File Claims: 06/13/2002 Last Date to File (Govt): Filing Status: Docket Status: Late: N
Claim Date: 06/12/2002	Amends Claim No: Amended By Claim No:	Duplicates Claim No: Duplicated By Claim No:
Class	Amount Claimed	Amount Allowed
Secured	\$229848.53	
Total	\$229848.53	
Description: The arrearage amount is \$12,528.16		
Remarks: Please send payments to Bank of America Bankruptcy Department 101 E. Main Street Suite 400 Louisville KY 40202		

Claim No: 20	Creditor Name: Federated Macys TSYS Debt Mgmt., Inc P.O. Box 6700 Norcross, GA 30091	Last Date to File Claims: 06/13/2002 Last Date to File (Govt): Filing Status: Docket Status: Late: N
Claim Date: 06/07/2002	Amends Claim No: Amended By Claim No:	Duplicates Claim No: Duplicated By Claim No:
Class	Amount Claimed	Amount Allowed
Unsecured	\$579.92	
Total	\$579.92	
Description:		
Remarks:		

Claim No: <u>21</u>	<i>Creditor Name:</i> Resurgent Capital Services P.O. Box 10587 Greenville, SC 29603-0587	<i>Last Date to File Claims:</i> 06/13/2002 <i>Last Date to File (Govt):</i> <i>Filing Status:</i> <i>Docket Status:</i> <i>Late:</i> N
<i>Claim Date:</i> 06/07/2002	<i>Amends Claim No:</i> <i>Amended By Claim No:</i>	<i>Duplicates Claim No:</i> <i>Duplicated By Claim No:</i>
Class	Amount Claimed	Amount Allowed
Unsecured	\$1202.32	
Total	\$1202.32	
<i>Description:</i>		
<i>Remarks:</i>		

Claim No: <u>22</u>	<i>Creditor Name:</i> Capital One Bank P.O. Box 85167 Richmond, VA 23285	<i>Last Date to File Claims:</i> 06/13/2002 <i>Last Date to File (Govt):</i> <i>Filing Status:</i> <i>Docket Status:</i> <i>Late:</i> N
<i>Claim Date:</i> 06/12/2002	<i>Amends Claim No:</i> <i>Amended By Claim No:</i>	<i>Duplicates Claim No:</i> <i>Duplicated By Claim No:</i>
Class	Amount Claimed	Amount Allowed
Unsecured	\$647.13	
Total	\$647.13	
<i>Description:</i>		
<i>Remarks:</i>		

Claim No: <u>23</u>	<i>Creditor Name:</i> Capital One Bank P.O. Box 85167 Richmond, VA 23285	<i>Last Date to File Claims:</i> 06/13/2002 <i>Last Date to File (Govt):</i> <i>Filing Status:</i> <i>Docket Status:</i> <i>Late:</i> N
<i>Claim Date:</i> 06/12/2002	<i>Amends Claim No:</i> <i>Amended By Claim No:</i>	<i>Duplicates Claim No:</i> <i>Duplicated By Claim No:</i>
Class	Amount Claimed	Amount Allowed
Unsecured	\$673.78	
Total	\$673.78	
<i>Description:</i>		
<i>Remarks:</i>		

Claim No: 24	Creditor Name: CitiFinancial P.O. Box 17099 Baltimore, MD 21297	Last Date to File Claims: 06/13/2002 Last Date to File (Govt): Filing Status: Docket Status: Late: N
Claim Date: 09/03/2002	Amends Claim No: Amended By Claim No:	Duplicates Claim No: Duplicated By Claim No:
Class	Amount Claimed	Amount Allowed
Secured	\$79573.37	
Total	\$79573.37	
Description:		
Remarks:		

Claims Register Summary

Case Name: Lawrence Whistler and Kathleen Whistler

Case Number: 2002-91266-swc

Chapter: 13

Date Filed: 02/04/2002

Total Number Of Claims: 24

	Total Amount Claimed	Total Amount Allowed
Unsecured	\$48072.11	
Secured	\$617314.25	
Priority		
Unknown		
Administrative		
Total	\$665386.36	

UNITED STATES BANKRUPTCY COURT		ATLANTA DISTRICT OF GA	
Name of Debtor LARRY WHISTLER		Case Number 0291266	Chapter: 13 Judge's Init: STACEY Trustee: JAMES H. BONE
Name of Creditor (The person or entity to whom the debtor owes money or property): Beneficial Georgia Inc.		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court..	
Name and Address Where Notices Should Be Sent: PO Box 9055 Brandon, FL 33509-9055 *SEND ALL PAYMENTS TO HFC AT: 1301 E. Tower Rd Schaumburg, IL 60173 Telephone Number: (877) 392-2036 Attn: Payment Processing		THIS SPACE IS FOR COURT USE ONLY	
Account or other number by which creditor identifies debtor: 321704-00-533744		Check here if this claim <input type="checkbox"/> Replaces a previously filed claim, dated: _____ <input type="checkbox"/> Amends	
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. SEC. 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (fill out below) Your SS #: _____ Unpaid compensation for services performed From _____ to _____ (date) (date)			
2. Date debt was incurred: 03/02/01		3. If court judgment, date obtained:	
4. Total Amount of Claim at Time Case Filed: \$ 4862.68 If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.			
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed include in secured claim, if any: \$ _____		6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. sec. 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan-11 U.S.C. sec. 507(a)(4) <input type="checkbox"/> Up to \$2,100* of deposits toward purchase, lease or rental of property or services for personal, family, or household use-11 U.S.C. sec. 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - family, or household use-11 U.S.C. sec. 507(a)(7) <input type="checkbox"/> Taxes or penalties of Governmental Units-11 U.S.C. sec. 507(a)(8) <input type="checkbox"/> Other-Specify applicable paragraph of 11 U.S.C. sec. 507(a)(____). * Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		This Space is for Court Use Only	
8. Supporting Documents Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
9. Date-Stamped Copy To receive an acknowledgment of the filing of your claim, enclose a self-addressed envelope and copy of this proof of claim.			
Date February 07, 2002	Sign and print name and title, if any, of the creditor or other person authorized to file this claim (attach proof of authority, if any). W. H. BONE W. H. BONE W. H. BONE		
Penalty for presenting fraudulent claim: fine of up to \$500,000.00 or imprisonment for up to 5 years, or both. 18 U.S.C. secs. 152 and 357			

Page: 1 Document Name: untitled

200-MORE ON NEXT PAGE

P 321704 533744 WIG

BUS UNIT BENEFICIAL

N1 WHISTLER

LARRY

D 163443689 01 01 50

N2

X1

X2

DATE MADE	DATE 1ST PMT	DATE FINAL PMT	APR	CONT RATE	EFF DATE COV
03 02 01	04 02 01	03 02 06	29.678	28.900	
TOTAL OF PMTS	AMT FINANCED	PRINCIPAL	PROC AFTER INS	TRIAD SCEN ID	
9650.40	5001.86	5076.86	5001.86	098	
TTL FIN CHG	SCHED INT	LOAN FEES	MAINT FEES	ORIG FEES	BUS CLS DT
4648.54	4573.54	75.00			03 03 01
LIFE INS CHG	LIFE EXP DT	DISAB INS CHG	DISAB EXP DT	UNEMP CHG	UNEMP EXP DT
NONE		NONE		NONE	
LIFE COV	FORECL INS PREM	PROP INS PREM	PROP COV	PROP EXP DT	
NONE	NONE	NONE	NONE		
RELI INS PREM	RELI COV	RELI EXP DT	NON FILING INS	PREM TYPE	
NONE	NONE		NONE	NONE	
1ST PAYMT	STD PYMT	BALLOON PMT	UNIT CHARGE	MOS CONT	FORM CDE
160.84	160.84 A			060	32-501-0
PAYMENT	INT/CH	PRINC	BALANCE	BY DATE	THRU/COMMENTS
				4h: 020602 g.000*8	
				5!\$ 121801 !RR02/321.68	R03/4

82.52

Date: 02/08/2002 Time: 09:05:14 AM

Page: 1 Document Name: untitled

205-PMT COMPLETED FOR 321704 00 533744 P 321704 533744 W1G

N1 WHISTLER		LARRY		D 163443689 01 01 50					
PAYMENT	INT/CH	PRINC	BALANCE	BY DATE	THRU/COMMENTS	V	S	WP	
160.84	160.84		4862.68	6m 113001	10- :8.04d1				BB
INT SH 209.12, DEF INT 119.36, DFT COL 8.04									
6!\$ 090801 !KR01/160.84 R01/1 Y									
60.84	DT INT PD TO 08/28/01	DEF INT 119.36							
337.76	188.57	149.19	4862.68	6m 072801	8- d1				BB
DFT COL 8.04									
160.84	160.84		5011.87	6m 062501	6- :8.04d1				Y BB
INT SH 49.58, DFT COL 8.04									
160.84	120.02	40.82	5011.87	6m 050501	5-				Y BB
160.84	136.67	24.17	5052.69	6m 040501	4-				Y BB

Date: 02/08/2002 Time: 09:05:19 AM

United States Bankruptcy Court Northern District of Georgia		PROOF OF CLAIM Chapter 13 ATLANTA	
In re (Name of Debtor) <u>Gerald Zimmerman</u>		Case Number <u>02-40828-A998</u>	
NOTE: This form should not be used to make a claim for an administrative expense after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (The person or entity whom the debtor owes money or property) Conseco Finance Servicing Corp.		<input type="checkbox"/> Check box if you are aware that anyone else has filed a Proof of Claim relating to your claim. Attach a copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and Addresses Where Notices Should Be Sent Conseco Finance Servicing Corp. PO BOX 6154 MHD BANKRUPTCY DEPARTMENT RAPID CITY, SD 57709 9858			
Account Number 77331352	Check here if this claim	replaces amends	THIS SPACE IS FOR COURT USE ONLY
1. BASIS FOR CLAIM: <input type="checkbox"/> Goods Sold <input type="checkbox"/> Services Performed <input type="checkbox"/> Money Loaned <input type="checkbox"/> Personal Injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other (Describe briefly) Retail Installment Contract		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (fill out below) Your social security number _____ Unpaid compensations for services performed from _____ to _____ (date) (date)	
2. DATE DEBT WAS INCURRED 05/17/1997		3. IF COURT JUDGEMENT, DATE OBTAINED:	
4. CLASSIFICATION OF CLAIM. (2) Unsecured Priority, (3) Secured. It is possible to best describe your claim and STATE THE <input checked="" type="checkbox"/> SECURED CLAIM \$38,841.29 Attach evidence of perfection of collateral Brief Description of Collateral <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle Manufactured Home and Appurtenances 11.50 Value of Collateral: \$ _____ Amount of arrearage and other charges include any \$1,176.01 Arns thru 1/28/02; \$391.17/mo P&I <input type="checkbox"/> UNSECURED NONPRIORITY CLAIM A claim is unsecured if there is no collateral property is less than the amount of claim		This POC was File in error on this Case it has been corrected on the claim register	
5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED (Unsecured)		(1) Unsecured Nonpriority, (2) Unsecured Priority, (3) Secured. It is possible to best describe your claim and STATE THE M \$ _____ (4) Wages, salaries, and compensations (up to \$2000), earned not as a result of the filing of the bankruptcy (5) Debtor's business, whichever (3) employee benefit plan - (6) Purchase, lease, or rental of personal, family, or household (7) Governmental units-11 U.S.C. § (a)(7)(B) - describe briefly \$38,841.29 (TOTAL)	
<input type="checkbox"/> Check this box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of additional charges.			
6. CREDITS AND SET OFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim, claimant has deducted all amounts that claimant owes to debtor. 7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary. 8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY	
Date 02/06/02	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim Corey Weber Bankruptcy Representative <i>Corey Weber</i>		

Penalty for presenting fraudulent claim. Fine of up to \$500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571

GT-10-00-210 (4/95) MH-RIC

DELAWARE, FLORIDA, GEORGIA, KENTUCKY, MISSISSIPPI, NEVADA

**MANUFACTURED HOME RETAIL INSTALLMENT CONTRACT
AND SECURITY AGREEMENT (CONV. - FHA - VA) (SI)**Date 5/17/97 **DISBURSEMENT DATE: 5/23/97**
ACCOUNT # 77331352

SPENCER, YOLANDA

BUYER: ZIMMERMAN, GERALD A., 750 SIX FLAGS RD, AUSTELL, GA 30001SELLER: JASPER MOBILE HOMES, INC., 214 HIGHWAY 515 S, JASPER, GA 30143ASSIGNEE: GREEN TREE FINANCIAL SERVICING CORPORATION REG 77, 2300 LAKE PARK DR STE 150, SMYRNA, GA 30081**FEDERAL TRUTH-IN-LENDING ACT DISCLOSURES**

ANNUAL PERCENTAGE RATE (The cost of my credit as a yearly rate.)	FINANCE CHARGE (The dollar amount the credit will cost me.)	Amount Financed (The amount of credit pro- vided to me or on my behalf.)	Total of Payments (The amount I will have paid after I have made all payments as scheduled.)	Total Sale Price (The total cost of my pur- chase on credit, including my down payment of
11.50%	\$ 101320.63	\$ 39500.57	\$ 140821.20	\$ 2078.98 \$ 142900.18

My payment schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
160	391.17	Monthly beginning 06/20/97

SECURITY: I am giving a security interest in:

☒ The goods or property being purchased. ☐ Real property located at _____FILING FEES: \$ 36.00 LATE CHARGE: If a payment is more than 15 days late, I will be charged \$ 5.00 or 5.00 %
of the payment, whichever is LESS

PREPAYMENT: If I pay off early, I will not be charged a prepayment penalty.

ASSUMPTION: Someone buying my home may, subject to conditions, be allowed to assume the remainder of the Contract on the original terms.

See the Contract document below for any additional information about nonpayment, default, any required repayment in full before the scheduled date, and prepayment refunds and penalties.

ITEMIZATION OF THE AMOUNT FINANCED

1. Cash Sale Price (including Taxes of)	\$ 2957.55	\$ 41108.55
2. Gross Trade-in	\$.00	
Less Amount Owed on Trade-in	\$.00	
Net Trade-in	\$.00	
Description: Make _____ Year _____ Size <u>0</u>		
3. Cash Down Payment	\$ 2078.98	
4. Total Down Payment	\$ 2078.98	
5. Unpaid Balance of Cash Sale Price (1 - 4)	\$ 39029.57	
6. Paid to Public Officials	\$ 36.00	
7. Paid to Insurance Companies	\$ 435.00	
8. Paid to Appraiser	\$.00	
9. a. Paid to _____	\$.00	
b. Paid to _____	\$.00	
c. Paid to _____	\$.00	
d. Paid to _____	\$.00	
e. Paid to _____	\$.00	
f. Paid to _____	\$.00	
g. Paid to _____	\$.00	
10. Principal Balance (5 + 6 + 7 + 8 + 9 a.-g.)	\$ 39500.57	
11. Prepaid Finance Charges	\$.00	
12. Amount Financed (10 - 11)	\$ 39500.57	

PHYSICAL DAMAGE INSURANCE

Physical Damage Insurance is required but I may obtain it from anyone I want that is acceptable to you. If I get the insurance checked below from you or through you, I will pay you

\$ 435.00 for insurance protection for a term of 1 years.☒ Comprehensive (\$ 250.00 deductible)☐ Flood☒ Liability☐ N/A Other _____☒ Vendor's Single Interest**OPTIONAL CREDIT LIFE
AND DISABILITY INSURANCE**

Credit Life and Disability Insurance are not required to obtain credit and will not be provided unless I sign and agree to pay the additional cost.

The term of this insurance is 0 years.☐ N/A Single Credit Life Insurance \$.00☐ N/A Joint Credit Life Insurance \$.00☐ N/A Single Credit Disability Insurance \$.00Total \$.00

Signature of Buyer(s) Insured

Date

CONTRACT AND SECURITY AGREEMENT

1. DEFINITIONS: "I", "me", "my" means the Buyer(s). "You", "your" means the Seller and also the Assignee (after the Contract is assigned by Seller). "Manufactured Home" means the manufactured home and any other property described below and on page 2. "Contract" or "Agreement" means this Retail Installment Contract and Security Agreement.

NEW OR USED	YEAR AND MAKE	MODEL	SERIAL NUMBER	SIZE
<input checked="" type="checkbox"/> USED	1997 FLEETWOOD		GAPL73AB12041RH11	28 X 62

ZIMMERMAN - 0091274

☒ Stove☒ Refrig.☐ Washer☐ Dryer☒ Conditioner☐ Wheels/AxlesOther
(Describe)

SKIING/STEPS

2. **PURCHASE:** I have the option of buying the Manufactured Home for the cash price or buying on credit. The cash price is shown on page 1 as the "Cash Sale Price", and the credit price is shown on page 1 as the "Total Sale Price". I choose to buy on credit.

3. **SECURITY INTEREST:** I give you a security interest under the applicable certificate of title law or Uniform Commercial Code in the Manufactured Home and any property added or attached to it, to secure my obligation under this Contract. I also grant you a security interest in any interest I may have in premium refunds or proceeds under any insurance covering the Manufactured Home. I agree to execute any application for certificate of title or ownership, financing statement or other document necessary to perfect your security interest in the Manufactured Home. To the extent, if any, that any Contract (whether or not accompanied by any one or more original) constitutes chattel paper (as such term is defined in the Uniform Commercial Code in effect in the applicable jurisdiction) no security interest in any Contract may be created in any document(s) other than the original.

4. **PAYMENTS AND LATE CHARGE:** I will pay you the amount shown as the "Total of Payments" according to the payment schedule shown on page 1. I also agree to pay a late charge for late payment as shown on page 1.

5. **PREPAYMENT: I HAVE THE RIGHT TO PREPAY ALL OR PART OF THE UNPAID BALANCE OF THIS CONTRACT WITHOUT ANY PENALTY.**

6. **SIMPLE INTEREST CONTRACT:** This is a simple interest contract. The interest rate is 11.50 % per annum until paid in full. Interest will accrue upon the unpaid principal balance outstanding from time to time. The Finance Charge, Total of Payments and Payment Schedule were computed based on the assumption that payment will be made on the dates scheduled for payment. Early payments will reduce my final payment. Late payments will increase my final payment. My final payment will be equal to all unpaid sums due under this Contract. My promise requires me to pay the final payment on the date due even if the amount of the final payment differs from the amount of the final payment disclosed.

7. **NO WARRANTIES:** I agree that there are no warranties of any type covering the Manufactured Home. I am buying the Manufactured Home AS IS and WITH ALL FAULTS and THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THE MANUFACTURED HOME IS WITH ME. I agree that any implied warranty of merchantability and any implied warranty of fitness for a particular purpose are specifically excluded and do not cover the Manufactured Home. This No Warranties provision does not apply to the extent that any law prohibits it and it does not cover any separate written warranties.

8. **PROTECTION OF THE MANUFACTURED HOME:** I will: (a) keep the Manufactured Home in good condition and not commit waste; (b) pay all taxes, charges and lot rent due for the Manufactured Home and the real estate it is located on; (c) not move, use illegally, sell, lease or otherwise transfer the Manufactured Home; (d) not attach the Manufactured Home to any real estate and the Manufactured Home will always be treated as personal property unless you consent in writing and state law permits such contrary treatment; and (e) not let anybody else have any interest in the Manufactured Home.

9. **INSURANCE:** I will keep the Manufactured Home insured against such risks and in such amounts as you may reasonably require with an insurance company satisfactory to you. I will arrange for you to be named as loss payee on the policy. I agree to provide you written evidence of insurance as requested by you from time to time. If you finance the purchase of any such insurance for me, I will repay you for the cost of that insurance, plus interest up to the contract rate of interest. I authorize you to furnish account data to a licensed insurance agent of your choice so such agent may solicit the purchase of credit, property, warranty or other insurance from me. I agree that the insurance company may make any payments due under the policy directly to you, and I direct the insurance company to do so. You may do whatever you think is necessary to be sure that any proceeds of the insurance will be used to repair the Manufactured Home or pay off this Contract. I give you a power of attorney (which I cannot cancel) so that you may do whatever you need to in order to collect the insurance proceeds. If I fail to obtain, maintain or pay for the required insurance, or if I fail to arrange for you to be named as loss payee, you may treat that as a default of my obligations under this Contract, and you may (but are not required to) purchase such insurance. If you purchase such insurance, I will immediately repay you for any amounts you spend in purchasing the insurance, plus interest up to the contract rate of interest or, at your option, pay you over time as a workout of the obligation. If I owe you for any insurance (or for late charges, attorney fees or collection costs), I understand that I owe an additional sum for these debts beyond my monthly principal and interest payment. My monthly payment will therefore be greater than that stated on page 1 until such additional debts are paid in full.

10. **DEFAULT:** I will be in default if: (i) I do not make a payment on time; or (ii) I do not keep any of my other promises under this Contract; or (iii) I file a case, or someone else files a case against me, under the United States Bankruptcy Code; or (iv) you feel in good faith that the Manufactured Home is in danger or that I will not be able to continue my payments. The default described under (iv) does not apply if this Contract is guaranteed by the Veteran's Administration. You will give me notice of the default except when I voluntarily surrender or abandon the Manufactured Home. I will have the right to cure the default during the notice period. If I do not cure the default, you may do either or both of the following: (a) Acceleration: You can require me to immediately pay you the entire remaining balance of this Contract; and/or (b) Repossession: You can repossess the Manufactured Home. Once you get possession of the Manufactured Home you may sell it. If the amount from the sale, after expenses, is less than what I owe you, I will pay you the difference. If there is any property left in the Manufactured Home when you repossess, you may dispose of it as provided by law. If I default, you can do whatever is necessary to correct my default. If you spend money to correct my default, I will pay you back immediately with interest at the contract rate of interest.

11. **NOTICE:** Except for any notice required under applicable law to be given in another manner, (a) any notice to me provided for in this Contract shall be given in writing by mailing such notice by certified mail, addressed to me at the Manufactured Home address or at such other address as I may designate by notice to you in writing, and (b) any notice to you shall be given in writing by certified mail, return receipt requested, to your address stated herein or to such other address as you may designate by notice to me in writing.

12. **ATTORNEY'S FEES:** If you hire an attorney who is not a salaried employee to collect what I owe under this Contract or to get possession of the Manufactured Home or to enforce my agreements herein, I may be required to pay your reasonable attorney's fees plus court costs and actual out-of-pocket expenses. If state law provides for a limit on attorney's fees, I will pay only the legal limit.

13. **MISCELLANEOUS PROVISIONS:** This written Contract is the only agreement that covers my purchase of the property. This Contract can only be modified or amended, or provisions in it waived (given up), by a written modification to this Contract signed by you. You can decide not to use or enforce any of your rights under this Contract without losing them. For example, you can extend the time for making some payments without extending others. If any part of this Contract cannot be enforced because of a law which prohibits it, all other parts can still be enforced. I agree to pay you all allowable charges for the return by a depository institution of a dishonored check or other negotiable instrument to the full extent provided by applicable law. I agree to cooperate with you regarding any requests after closing to correct errors made concerning this Contract or the transaction and to provide any and all additional documentation deemed necessary by you to complete this transaction.

14. **ARBITRATION:** All disputes, claims or controversies arising from or relating to this Contract or the parties thereto shall be resolved by binding arbitration by one arbitrator selected by you with my consent. This agreement is made pursuant to a transaction in interstate commerce and shall be governed by the Federal Arbitration Act at 9 U.S.C. Section 1. Judgment upon the award rendered may be entered in any court having jurisdiction. The parties agree and understand that they choose arbitration instead of litigation to resolve disputes. The parties understand that they have a right to litigate disputes in court, but that they prefer to resolve their disputes through arbitration, except as provided herein. **THE PARTIES VOLUNTARILY AND KNOWINGLY WAIVE ANY RIGHT THEY HAVE TO A JURY TRIAL EITHER PURSUANT TO ARBITRATION UNDER THIS CLAUSE OR PURSUANT TO A COURT ACTION BY YOU (AS**

ZIMMERMAN - 0091274

PROVIDED HEREIN). The parties agree to understand that all disputes arising under this Contract, including, but not limited to, all contract, tort and property disputes will be subject to binding arbitration in accord with this Contract. The parties agree that the arbitrator shall have all powers provided by law, the Contract and the agreement of the parties. These powers shall include all legal and equitable remedies including, but not limited to, money damages, declaratory relief and injunctive relief. Notwithstanding anything hereunto the contrary, you retain an option to use judicial (filing a lawsuit) or non-judicial relief to enforce a security agreement relating to the Manufactured Home secured in a transaction underlying this arbitration agreement, to enforce the monetary obligation secured by the Manufactured Home or to foreclose on the Manufactured Home. The institution and maintenance of a lawsuit to foreclose upon any collateral, to obtain a monetary judgment or to enforce the security agreement shall not constitute a waiver of the right of any party to compel arbitration regarding any other dispute or remedy subject to arbitration in this Contract, including the filing of a counterclaim in a suit brought by you pursuant to this provision.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

NOTICE TO BUYER: 1. DO NOT SIGN THIS CONTRACT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. 2. YOU ARE ENTITLED TO A COPY OF THIS CONTRACT YOU SIGN. KEEP IT TO PROTECT YOUR LEGAL RIGHTS. 3. UNDER THE LAW YOU HAVE THE RIGHT TO PAY OFF IN ADVANCE THE FULL AMOUNT DUE AND TO OBTAIN A PARTIAL REFUND OF THE FINANCE CHARGE. 4. LIABILITY INSURANCE COVERAGE FOR BODILY INJURY, PUBLIC LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS IS NOT INCLUDED UNLESS INDICATED IN THE PHYSICAL DAMAGE INSURANCE BOX ON PAGE 1.

BUYER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS CONTRACT.

X Gerald A. Zimmerman
Signature of Buyer GERALD A. ZIMMERMAN

X Yolanda Spencer
Signature of Buyer YOLANDA SPENCER

ASSIGNMENT BY SELLER

Seller hereby sells, assigns and transfers its entire right, title and interest in the Contract and the property described therein (the "Property") to Assignee. To induce Assignee to purchase the Contract, Seller warrants that: (a) the Contract and Guaranty, if any, are genuine, legally valid and enforceable and arose from the sale of the Property; (b) the Contract is subject to no defense, counterclaim or setoff; (c) copies of the Contract and all other documents signed by the Buyer(s) were given to the Buyer prior to consummation; (d) Seller has complied with all applicable federal, state and local laws, regulations, rules and ordinances; (e) the Buyer is not a minor and has legal capacity to execute this Contract; (f) the Property is free and clear of all liens and encumbrances except the security interest granted herein and Seller has the right to assign its interest in the Contract; (g) the security interest granted to Seller constitutes a valid first lien on the Property and has been filed or recorded according to law indicating Assignee as first secured party; (h) the down payment shown on the face hereof has been received and no part thereof was advanced directly or indirectly by Seller to Buyer; (i) all statements of fact made in the Contract and all statements made by or on behalf of the Buyer in the credit applications and any other forms relating to the Contract are true to the best of Seller's knowledge and belief; (j) Buyer has physical damage insurance in the amount of the indebtedness; (k) there have been no material changes in the Buyer's income, indebtedness or employment and no other material changes between loan approval and funding. This is a condition to Assignee funding the Contract. If there is a breach of any of the foregoing warranties, as solely determined by Assignee, without regard to the Seller's knowledge with respect thereto or Assignee's reliance thereon, Seller agrees unconditionally to repurchase the Contract from Assignee, upon demand, for the full amount then unpaid plus costs and expenses incurred by Assignee (plus accrued and unpaid interest), whether the Contract shall then be, or not be, in default, and to indemnify, defend and hold Assignee harmless from any loss, damages or claims of any nature by reason of such breach of warranty, including attorneys' fees, court costs, disbursements and out-of-pocket expenses.

Seller further agrees that in the event Buyer asserts against Assignee any claim, defense or counterclaim against payment of any sum owing under the Contract or in defense of repossession on the assertion, either oral or written, that the Property is defective, not as represented to Buyer by Seller or that Seller refuses to honor any warranty or service agreement of Seller or the manufacturer, Seller will, upon Assignee's demand, repurchase the Contract from Assignee and pay Assignee the full amount remaining unpaid (plus accrued and unpaid interest) plus Assignee's costs and expenses including attorneys' fees, whether or not any such claim, defense or counterclaim shall be meritorious and without awaiting adjudication of Buyer's claim, defense or counterclaim; and Seller also agrees to indemnify, defend and hold Assignee harmless from any such claims, including attorneys' fees, court costs, disbursements and out-of-pocket expense.

The liability of Seller shall not be affected by any extension, renewal or other change in the manner, place or terms of payment thereof, or the release, settlement or compromise of or with any party liable for payment thereof, or the release or non-perfection of any security thereunder. Assignee shall not be bound to exhaust its recourse against Buyer or any other person or any security before being entitled to payment by the Seller hereunder. Seller waives notice of acceptance of this Agreement and notices of nonpayment and nonperformance of the Contract and any other notices required by law and waives all setoffs and counterclaims.

In addition, this Assignment includes that certain provision to follow, provided that, if none of the following provisions has been checked by the Seller, this Assignment shall be considered to have been checked "With Recourse": A. "Without Recourse". The assignment of the Contract is and shall be without recourse against the Seller except as provided above and in any separate dealer agreement between Seller and Assignee relating to the purchase of Contracts. B. "Limited Recourse". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Recourse", the Seller will, upon demand, repurchase the Contract from Assignee for the full amount remaining unpaid under the Contract. C. "Repurchase". If the Assignee repossesses the Manufactured Home, the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract. D. "With Recourse". The Seller unconditionally guarantees the payment of the full amount remaining unpaid under the Contract and agrees to purchase the Contract from the Assignee, upon demand, for the full amount then unpaid, whenever the Contract shall be in default. E. "Limited Repurchase". In the event of default of Buyer before Buyer shall have paid the number of monthly payments under the Contract as set forth below under "Limited Repurchase", the Seller will, upon demand, repurchase the Contract from the Assignee for the full amount remaining unpaid under the Contract if the Assignee repossesses the Manufactured Home.

Seller, by signing below, executes this Contract and also assigns the same to the Assignee in accordance with the foregoing provisions. The Seller's Assignment will also include that certain provision set forth above which is checked below:

JASPER MOBILE HOMES, INC.
By: X Jasper Mobile Homes, Inc. (Seller) Title: _____
(☒) A. Without Recourse (☐) B. Limited Recourse (☐) C. Repurchase (☐) D. With Recourse (☐) E. Limited Repurchase
_____ Payments _____ Payments

STATE OF GEORGIA		Certificate of Title		STATE OF GEORGIA	
THIS TITLE MUST BE TRANSFERRED IMMEDIATELY UPON CHANGE OF VEHICLE OWNERSHIP					
MANUFACTURER'S ID NO.	MAKE	YEAR	TYPE OF BODY	MODEL	DATE ISSUED
GAPLT35B120418813	FLEETWOOD	97	MB	HME NICKORY HT	07-29-97
DATE VEHICLE PURCHASED	FUEL	NEW OR USED	ODOMETER*	STATE OF ISSUE OF LEASE	COLOR
05-17-97		NEW			
				CURRENT TITLE NO.	33125820
* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW.					
MAIL TO					
GREEN TREE FINANCIAL CORP					
P O BOX 727					
SMITHNA GA 30081					
1ST LIEN OR SECURITY INTEREST					
GREEN TREE FINANCIAL CORP					
P O BOX 727					
SMITHNA GA 30081					
2ND LIEN OR SECURITY INTEREST					
VIA					
3RD LIEN OR SECURITY INTEREST					
VIA					
RELEASE OF LIEN OR SECURITY INTEREST					
VIA					
36187430					
STATE REVENUE COMMISSION					

STATE OF GEORGIA
Certificate of Title
 70331352
 STATE OF GEORGIA

Certificate of Title

THIS TITLE MUST BE TRANSFERRED IMMEDIATELY UPON CHANGE OF VEHICLE OWNERSHIP

MANUFACTURER'S ID NO.	MAKE	VR	TYPE OF BODY	MODEL	CYL	DATE ISSUED
GAFI35A61204UHH11	FLEETWOOD	97	NB HMP	RICKORANTJ		E-08-07-97-A1
DATE VEHICLE PUR.	FUEL	NEW OR USED	METER*	SATE OF LENS	COLOR	CURRENT TITLE NO.
05-17-97		NEW				33125821

* ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED BELOW

MAIL TO

GREEN TREE FINANCIAL CORP
P O BOX 727
SMYRNA GA 30061



The Georgia Department of Revenue hereby certifies that an Application duly made by the person named herein is required by the Department as the lawful owner of the vehicle described subject to the laws of Georgia, especially regarding motor tax and other taxes or security interests as may subsequently be laid upon the Conveyance. The Certificate of Title is hereby returned to the Motor Vehicle Certificate of Title Agency and is subject to the provisions thereof.

36259637

STATE REVENUE COMMISSIONER

FORM B10 (Official Form 10) (4/98)

CHAPTER 13-JAMES H. BOND

068564218-N-N

UNITED STATES BANKRUPTCY COURT		NORTHERN DISTRICT OF ATLANTA	DISTRICT OF GEORGIA	PROOF OF CLAIM
Name of Debtor WHISTLER, KATHERINE		Case Number 02-91266-SWC		FILED IN CLERKS OFFICE U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF GEORGIA 02 FEB 21 PM 2:00 <i>[Signature]</i> DEPUTY CLERK
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.				
Name of Creditor (The person or other entity to whom the debtor owes money or property): HAVERTY'S CREDIT SERVICES, INC.		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.		
Name and address where notices should be sent: TSYS TOTAL DEBT MGMT, INC. PO BOX 6700 NORCROSS, GA 30091		Telephone number: (800) 209-2161		
Account or other number by which creditor identifies debtor: HAV09-9681677		Check here if this claim <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends		THIS SPACE IS FOR COURT USE ONLY
1. Basis for Claim <input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____				
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS #: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)				
2. Date debt was incurred: 06/05/00		3. If court judgment, date obtained:		
4. Total Amount of Claim at Time Case Filed:		\$ 942.48		
If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.				
5. Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other _____ Value of Collateral: \$ 942.48 FURNITURE Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$4,300). *earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507 (a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family or household use - 11 U.S.C. § 507 (a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to government units - 11 U.S.C. § 507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraphs of 11 U.S.C. § 507 (a) (____). *Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.				THIS SPACE IS FOR COURT USE ONLY
Date 02/19/02	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <i>[Signature]</i> TSYS TOTAL DEBT MGMT, INC.			
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.				

Secured Claim Worksheet

Case Number: 02-91266Case Name: Whistler, Lawrence & Katherine

Instructions:

1. Attach this Worksheet to the proof of claim, which should conform to Official Form 10.
2. Compute the claim as of the date on which the Debtor filed the petition initiating the case.
3. Do NOT include interest or charges that accrue after the Petition Date (the date on which the petition initiating the case was filed) in the computation of the debt due on the Petition Date. A claim that accrues interest after the Petition Date for payments on secured debt not made when due after the petition date should be presented in a separate proof of claim dealing only with post-petition claims.
4. Provide information on computation of claim as of Petition Date in the blanks below. Principal Balance and Accrued Interest MUST NOT include unearned interest. The completion and filing of this form does not prejudice a creditor's right to contest whether the creditor's interest in property of the estate is adequately protected by payments made post-petition.

A	Principal Balance	\$ 942.48
B	Accrued Earned Interest As of Date of Filing of Petition	\$ 0
C	Late Charges	\$ 0
D	Forced Placed Insurance	\$ 0
E	Other Charges (itemize)	\$ 0
F	Total Claim as of Petition Date (Sum of A-E) - Copy To Block 4 on Official Form 10	\$ 942.48

G	Amount of arrearage and other charges at time case is filed, if any, included in amount on Line 4	\$ 360.00
H	Monthly Payment	\$ 45.00
I	No. of Installments Past Due on Petition Date	5
J	Contractual Annual Interest Rate (APR)	21 %
H	Value of Collateral - Copy to Block 5 on Official Form 10	\$ 942.48

Exhibit A

HAVERTY
MAKES IT HOME**HAVERTY'S REVOLVING CHARGE AGREEMENT/SECURITY AGREEMENT**

In this Haverty's Revolving Charge Agreement/Security Agreement ("Agreement"), the words "you" and "your" refer to each person who signs this Agreement, requests a Haverty's Credit Card, or is authorized to use the Haverty's Revolving Charge Account ("Account"), the terms of which are set forth below in this Agreement. The words "we", "us", and "our" refer to Haverty Furniture Companies, Inc., 866 West Peachtree Street, N.W., Atlanta, GA 30308.

1. **Promises to Pay:** In return for extending credit to you from time to time, you agree to pay us at the address shown on your monthly billing statement ("statement") for all goods and services you charge to this Account, plus any Finance Charges and other charges set forth below, according to the terms of this Agreement. This Agreement, which governs consumer credit sales, will not be effective until your application has been approved by us.

2. **Cost of Credit:**

a. **Regular Terms:** There is no Finance Charge in any monthly billing period (1) in which there is no beginning balance (the "Previous Balance" shown on your statement), or (2) in which payments received and credits made within 25 days after the closing date shown on your statement equal or exceed the balance at the beginning of the billing period, except if our 90 day Payment Plan or our No Finance Charge Promotion is selected, no Finance Charge will be imposed when the terms of that Plan or Promotion are met, as explained below in this Agreement. If we do not receive the full amount due within 25 days after the closing date shown on your statement, we will impose a Finance Charge determined by applying a monthly periodic rate of 1.75% (ANNUAL PERCENTAGE RATE 21%), subject to the following exceptions:

State	Monthly Periodic Rate	ANNUAL PERCENTAGE RATE
AR	.833%	10.00%
AL	1.75% up to \$750	21.00%
	1.5% over \$750	18.00%
FL/NC	1.5%	18.00%
KS	1.75% up to \$1,000	21.00%
	1.2% over \$1,000	14.00%

A minimum **FINANCE CHARGE** OF \$.50 will be imposed in any month in which the Finance Charge resulting from application of the above-stated monthly periodic rate is less than \$.50, except there will be no minimum **FINANCE CHARGE** in AR and NC.

b. **Reduced Rate Promotion:** If any single purchase is designated as a "Reduced Rate Promotion", or similar term, on the sales invoice or otherwise at the point of sale, we will impose a lower Finance Charge rate than set forth above. The lower Finance Charge rate will be disclosed to you at the point of sale, and it will be applied to the balance attributable to that purchase until that purchase is paid for in full. Any existing balance and any subsequent purchases will be subject to the Finance Charge rate imposed under our regular terms as set forth above. Should we fail to receive your required minimum monthly payment at any time during the course of this promotion, the reduced Finance Charge rate will automatically terminate and the Finance Charge will be imposed under the regular terms set forth above, beginning with the first billing statement notifying you of a past due amount.

c. **No Finance Charge Promotion:** Under this promotion, when offered, you are permitted to charge merchandise to your Account and no Finance Charge will be imposed on the balance attributable to that purchase during the special promotional period, which will be disclosed to you on the sales invoice or otherwise at the point of sale. If the payments for that purchase are not made according to the terms of this Agreement, a Finance Charge will be imposed under the regular terms set forth above, beginning with the first billing statement notifying you of a past due amount.

3. **Method of Computing Finance Charge:** We figure the Finance Charge on your Account by applying the above-stated monthly periodic rate to the "Average Daily Balance" of your Account (including current transactions). To get the "Average Daily Balance" we take the beginning balance of your Account each day, add any new purchases, and subtract any payments or credits, any unpaid Finance Charge, and any unpaid late fee or returned check fee. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and

divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance".

4. **Minimum Monthly Payment:** You agree to pay us a minimum monthly payment each month as follows \$ 4.50, unless you have agreed to a specified minimum monthly payment at the time of a purchase on the Account, or you have selected one of the Optional Payment Promotions set forth below:

a. **Deferred Payment Promotion:** Under this Promotion, no minimum payment is required during the promotion period, which will be set forth on the sales invoice or otherwise at the point of sale, although a Finance Charge will be imposed during this period according to our regular terms as set forth in this Agreement.

b. **Deferred Payment - No Finance Charge Promotion:** Under this Promotion, no minimum payment is required and no Finance Charge is imposed during the promotion period, which will be set forth on the sales invoice or otherwise at the point of sale. After this promotion period, our regular terms will apply as set forth in this Agreement.

c. **Ninety-Day Payment Plan:** Under our Ninety-Day Payment Plan, if you pay each month 1/3 of the highest New Balance, rounded up to the nearest dollar, within 25 days of the statement closing date, no Finance Charge will be imposed. In the event you fail to make the required 1/3 payment within 25 days of the closing date, we will impose a Finance Charge on the unpaid balance as provided under our regular terms set forth above, beginning with the first billing period in which the 1/3 minimum payment is not made.

Your minimum monthly payment is based on the highest New Balance. This means that the minimum payment will not decrease as the New Balance reduces, until the New Balance is reduced to zero, and it will increase when new purchases increase the New Balance above its previous highest level. You may at any time pay more than the total minimum monthly payment or your total New Balance.

5. **Security Interest:** Except on any purchase in MO under \$150, we retain a purchase money security interest under the Uniform Commercial Code in the goods you charge to this Account until the indebtedness corresponding to each purchase is paid in full. Payments we receive are applied first to pay off any unpaid Finance Charge, then to any unpaid late fees and returned check fees, if any, and then to each article of merchandise in the order in which it was purchased (articles purchased on the same day are paid off lowest priced items first). You understand that if the goods charged to this Account are lost, damaged, or destroyed while we still retain our security interest, you still remain obligated to pay us for those goods.

6. **Credit Cards:** You request that we issue a Haverty's credit card if it is our policy to issue credit cards. All credit cards we issue remain our property and, if requested, you agree to return any credit card issued to you. You agree to notify us promptly if any credit card we issue to you is lost or stolen. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us at 866 West Peachtree St., N.W., Atlanta, GA 30308, or telephone us at (404) 870-8414, orally or in writing, of the loss, theft, or possible unauthorized use. In any case your liability will not exceed \$50.

7. **Disputed Amounts:** All communications concerning disputed amounts, including any check or other payment instrument in an amount less than the full amount due that you send to us marked "paid in full", or you otherwise tender as full satisfaction of a disputed amount, must be sent to us at the address for billing inquiries shown on the billing statement. For important information regarding your right to dispute billing errors under federal law, see the Notice that accompanies your copy of this Agreement.

8. **No Waiver By Us:** We have the right to delay or refrain from enforcing any of our rights under this Agreement without losing them. For example, we can extend the time for making certain payments without extending others or we can accept late or partial payments without waiving our right to have future payments made when they are due.

9. **Returned Check Fee:** If any check you give us to pay the amount you owe under this Agreement is returned to us unpaid by your bank, we may charge you a returned check fee of \$10.00, except in LA this charge will be the lesser of \$10.00 or 6% of the amount of the check.

10. **Late Fee:** In the states of AR, FL, GA, KS, KY, LA, MO, MS, NC, TX and VA, if you fail to make any required minimum monthly payment within 10 days (15 days in MS, 21 days in TX, 30 days in NC) after it is due, we may impose a late payment fee as follows: in AR, GA, and NC - \$5.00; in FL, SC, and TX - 5% of the

NOTICE: SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

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amount of the required monthly payment or \$5.00 whichever is less; in KS, MO - \$5.00 if the required minimum monthly payment is \$25.00 or less, and \$10.00 if the required minimum monthly payment is greater than \$25.00; and in LA, KY, MS, and VA - \$10.00. In FL, no late fee will be imposed if the fee would be less than \$1.00.

11. **Default/Collection Costs:** You will be in default if you fail to pay any minimum monthly payment when due or if you file for bankruptcy. In the event of default, we may demand that you pay the entire unpaid balance due. We may also refile the goods you purchased on which there is any unpaid balance due, but we will do so only in a lawful manner, and we may pursue any other remedy provided by law. If the Account is referred to an attorney who is not our salaried employee, you agree to pay our reasonable attorney's fees (no attorney's fee is imposed in AL when the unpaid balance is under \$300), but attorney's fees will only be imposed to the extent and in the amount permitted by applicable law, and court costs will also be recovered where permitted by applicable law.

12. **Cancelling or Limiting Your Credit:** We have the right at any time to limit or terminate the use of your Account without giving you notice in advance. You may end this Agreement for any reason but, if you do, you agree to pay the total balance due under the current terms of your Account.

13. **Change in This Agreement:** We may change any term of this Agreement, including the rate of Finance Charge, by furnishing you notice of the change in the manner required by applicable law. To the extent permitted by applicable law, any new terms may at our option be applied to any balance existing in the Account at the time of the change, as well as to any subsequent transactions.

14. **Credit Investigation:** You authorize us to investigate your credit history by obtaining credit reports in connection with your application for this Account and subsequently in connection with a purchase, reviewing the Account, or collecting the Account. You authorize us to make direct inquiries of businesses where you have accounts, where you work, and financial institutions where you bank. You also authorize us to report your performance under this Agreement to credit bureaus and others who may properly receive such information.

15. **Telephone Monitoring:** In order to assure that you receive the best possible customer service, and that our employees are complying with our policies and all applicable laws in their contacts with you, on occasion a second employee may listen to customer calls.

16. **Change of Address:** You agree to notify us promptly in writing if you move. Until we receive such notice we will send billing statements and any other notices to the address you gave on the application for this Account.

17. **Governing Law:** This Agreement is governed by federal law and the laws of your state of residence if you reside in a state where we have a retail store. If you

live in any other state, this Agreement is governed by the laws of the state where your Account was opened.

Notice to Texas Residents: The Finance Charge rate shown above is authorized by the Market Competitive Rate ceiling that is in effect under Tex. Civ. Stat. Art. 5066-5.03. To contact Heverly Furniture Companies, Inc. about this account call (800) 322-7474. This contract is subject in whole or in part to Texas law which is enforced by the Consumer Credit Commissioner, 2001 North Lamar Boulevard, Austin, Texas 78705-4207. Phone (512) 470-1285 or (800) 698-1579. Contact the Commissioner relative to any inquiries or complaints.

Notice: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

Notice to Buyer: (a) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (b) YOU ARE ENTITLED TO AN EXACT COPY OF THE PAPER YOU SIGN. (c) YOU HAVE THE RIGHT TO PAY IN ADVANCE THE FULL AMOUNT DUE. (d) KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

BY SIGNING BELOW YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS REVOLVING CHARGE AGREEMENT/SECURITY AGREEMENT.

Catherine A. Whistler
Buyer's Name (Print)

[Signature] 65-00
Buyer's Signature Date

Co-Buyer's Name (Print)

Co-Buyer's Signature

Date

YOUR BILLING RIGHTS. KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amount. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you and you write to us within ten days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And, we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$50 of the questioned amount, even if your bill was correct.

FORM NO. 20-RCA 10/98

North Point

STORE COPY

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HAVERTYS

FURNITURE FOR YOUR HOME

Sales Invoice

1432866

CONTROL **3081-501**
ACCOUNT:9881677DATE:06/05/00
TYPE:CHARGE5848 Peachtree Road
Chamblee GA 30341KATHY WHISTLER
425 RED JACKET WAY
ALPHARETTA GA 90003
(H) 770-569-4847 (W) 770-312-8872North Point
(770)442-2810SLSPERSON: 228 HEATON
CASHIER: 384 KIRKPATRICK

PAGE 1 OF 1

DELIVERY:UNSCHED. DELIVERY AS FLOOR SAMPLE THIS THURS 8-8-00
CLIPPER BAY DRIVE (WINDWARD SUB)

TYPE	LOC	QTY	SKU	DESCRIPTION	UNIT	EXTENDED
		1	5-3000-8001	FKC	1,099.95	1,099.95
				LESS 20% DISCOUNT		219.99-
WD	8	1	0-3001-8116	SFM LAF TAMPA/866027/C68127/ /F03		
WD	8	1	0-3001-8117	SFM RAF TAMPA/866027/C68127/ /F03		
		1	0-1011-0015	501-1000	79.95	79.95
			8-0001-0001	DELIVERY CHARGE		59.00

SUB TOTAL: 1,018.91

* 1 4 3 2 8 6 6 *

80/ 7.000% SALES TAX: 71.32

TOTAL: 1,090.23

8 COVERED BY GUARDSMAN PROTECTION PLAN.

FOR CUSTOMER SERVICE OR DELIVERY INFO

AMOUNT TENDERED: .00

PLEASE CALL 770-454-3404

CHANGE: .00

NET PAID: .00

PAYMENT INFORMATION

TOTAL CHARGE SALE: 1,090.23

TOTAL DOWN: .00

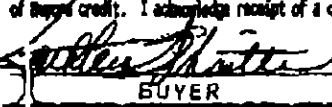
ADDED TO ACCOUNT: 1,090.23

I HAVE REVIEWED THIS DOCUMENT
and all is in order

NO P/I TIL 10/2000

By: 

I have purchased the property and services listed above from Haverly Furniture Co. Inc. ("Seller"), at the price set forth above for cash or on terms stated on my revolving charge agreement ("RCA") with Seller. I agree that Seller shall retain a security interest in the property above as listed in my RCA. Acceptance of this sales invoice is subject to Seller's approval of Buyer's credit. I acknowledge receipt of a completed copy of this sales invoice.

 (SEAL)

BUYER

BUYER

(SEAL)

WITNESS

FORM B10 (Official Form 10) (4/98)

CHAPTER 13-JAMES H. BONE

068556802-N-N

UNITED STATES BANKRUPTCY COURT		NORTHERN DISTRICT OF GEORGIA ATLANTA		PROOF OF CLAIM	
Name of Debtor WHISTLER, LAWRENCE		Case Number 02-91266-SWC		RECEIVED CLERKS OFFICE U.S. BANKRUPTCY COURT NORTHERN DISTRICT ATLANTA, GA 02 FEB 21 PM 1:59 W. YVONNE EVANS CLERK BY: <i>[Signature]</i> DEPUTY CLERK THIS SPACE IS FOR COURT USE ONLY	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.					
Name of Creditor (The person or other entity to whom the debtor owes money or property): HAVERTY'S CREDIT SERVICES, INC.		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.			
Name and address where notices should be sent: TSYS TOTAL DEBT MGMT, INC. PO BOX 6700 NORCROSS, GA 30091		Telephone number: (800) 209-9161			
Account or other number by which creditor identifies debtor: HAY09-9371782		Check here if this claim <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends			
1. Basis for Claim <input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS #: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)					
2. Date debt was incurred: 10/03/98		3. If court judgment, date obtained:			
4. Total Amount of Claim at Time Case Filed: \$ 1499.90 If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.					
5. Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input checked="" type="checkbox"/> Other _____ Value of Collateral: \$ 1499.90 FURNITURE Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$4,300). *earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507 (a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family or household use - 11 U.S.C. § 507 (a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to government units - 11 U.S.C. § 507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraphs of 11 U.S.C. § 507 (a) (____). *Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.			
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY			
Date 02/19/02	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <i>Stacy Sene</i> TSYS TOTAL DEBT MGMT, INC.				
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3671.					

Secured Claim Worksheet

Case Number: 02-91266
Instructions:

Case Name:

Whistler, Lawrence & Katherine

1. Attach this Worksheet to the proof of claim, which should conform to Official Form 10.
2. Compute the claim as of the date on which the Debtor filed the petition initiating the case.
3. Do NOT include interest or charges that accrue after the Petition Date (the date on which the petition initiating the case was filed) in the computation of the debt due on the Petition Date. A claim that accrues interest after the Petition Date for payments on secured debt not made when due after the petition date should be presented in a separate proof of claim dealing only with post-petition claims.
4. Provide information on computation of claim as of Petition Date in the blanks below. Principal Balance and Accrued Interest **MUST NOT** include unearned interest. The completion and filing of this form does not prejudice a creditor's right to contest whether the creditor's interest in property of the estate is adequately protected by payments made post-petition.

A	Principal Balance	\$ 1,499.90
B	Accrued Earned Interest As of Date of Filing of Petition	\$ 0
C	Late Charges	\$ 0
D	Forced Placed Insurance	\$ 0
E	Other Charges (itemize)	\$ \$ \$ 0
F	Total Claim as of Petition Date (Sum of A-E) - Copy To Block 4 on Official Form 10	\$ 1,499.90

G	Amount of arrearage and other charges at time case is filed, if any, included in amount on Line 4	\$ 1,499.90
H	Monthly Payment	\$ 255.00
I	No. of Installments Past Due on Petition Date	over 120 days
J	Contractual Annual Interest Rate (APR)	21%
H	Value of Collateral - Copy to Block 5 on Official Form 10	\$ 1,499.90

Exhibit A

HAVERTY
MARKET BY NAME**HAVERTY'S REVOLVING CHARGE AGREEMENT/SECURITY AGREEMENT**

1088656

Account # 9371700

In this Haverty's Revolving Charge Agreement/Security Agreement ("Agreement"), the words "you" and "your" refer to each person who signs this Agreement, requests a Haverty's Credit Card, or is authorized to use the Haverty's Revolving Charge Account ("Account"), the terms of which are set forth below in this Agreement. The words "we", "us", and "our" refer to Haverty Furniture Companies, Inc., 864 West Peachtree Street, N.W., Atlanta, GA 30308.

1. **Promises to Pay:** In return for extending credit to you from time to time, you agree to pay us at the address shown on your monthly billing statement ("Statement") for all goods and services you charge to this Account, plus any Finance Charge ("Finance Charge") and other charges set forth below regarding to the terms of this Agreement. This Agreement, which governs consumer credit sales, will not be effective until your application has been approved by us.

2. Cost of Credit:

a. **Regular Billing:** There is no Finance Charge in any monthly billing period (1) in which there is no beginning balance (the "Previous Balance" shown on your statement), or (2) in which payments received and credits made within 25 days after the closing date shown on your statement together exceed the balance at the beginning of the billing period, except if our 90 day Payment Plan or our No Finance Charge Promotion is selected, no Finance Charge will be imposed when the terms of that Plan or Promotion are met, as explained below in this Agreement. If we do not receive the full amount due within 25 days after the closing date shown on your statement, we will impose a Finance Charge determined by applying a monthly periodic rate of 1.75% (ANNUAL PERCENTAGE RATE 21%), subject to the following exceptions:

State	Minimum Finance Charge	ANNUAL PERCENTAGE RATE
AR	\$3.00	10.00%
AL	1.75% up to \$750 1.5% over \$750	21.00% 18.00%
FL, NC	1.5%	18.00%
KS	1.75% up to \$1,000 1.2% over \$1,000	21.00% 14.00%

A minimum **FINANCE CHARGE** of \$.50 will be imposed in any month in which the Finance Charge resulting from application of the above-stated monthly periodic rate is less than \$.50, except there will be no minimum **FINANCE CHARGE** in AR and NC.

b. **Reduced Rate Promotions:** If any single purchase is designated as a "Reduced Rate Promotion", or similar term, on the sales invoice or otherwise at the point of sale, we will impose a lower Finance Charge rate than set forth above. The lower Finance Charge rate will be disclosed to you at the point of sale, and it will be applied to the balance attributable to that purchase until that purchase is paid for in full. Any existing balance and any subsequent purchases will be subject to the Finance Charge rate imposed under our regular terms as set forth above. Should we fail to receive your required minimum monthly payment at any time during the course of this promotion, the reduced Finance Charge rate will automatically terminate and the Finance Charge will be imposed under the regular terms set forth above, beginning with the first billing statement notifying you of a past due amount.

c. **No Finance Charge Promotions:** Under this promotion, when offered, you are permitted to charge merchandise to your Account and no Finance Charge will be imposed on the balance attributable to that purchase during the special promotional period, which will be disclosed to you on the sales invoice or otherwise at the point of sale. If the payments for that purchase are not made according to the terms of this Agreement, a Finance Charge will be imposed under the regular terms set forth above, beginning with the first billing statement notifying you of a past due amount.

3. **Method of Computing Finance Charge:** We figure the Finance Charge on your Account by applying the above-stated monthly periodic rate to the "Average Daily Balance" of your Account (including current transactions). To get the "Average Daily Balance" we take the beginning balance of your Account each day, add any new purchases, and subtract any payments or credits, any unpaid Finance Charge, and any unpaid late fee or returned check fee. This gives us the daily balance. Then, we add

up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the "Average Daily Balance".

4. **Minimum Monthly Payment:** You agree to pay us a minimum monthly payment each month as follows: \$ 25.00, unless you have agreed to a specified minimum monthly payment at the time of a purchase on the Account, or you have selected one of the Optional Payment Promotions set forth below:

a. **Deferred Payment Promotions:** Under this Promotion, no minimum payment is required during this promotion period, which will be set forth on the sales invoice or otherwise at the point of sale, although a Finance Charge will be imposed during this period according to our regular terms as set forth in this Agreement.

b. **Deferred Payment - No Finance Charge Promotions:** Under this Promotion, no minimum payment is required and no Finance Charge is imposed during the promotion period, which will be set forth on the sales invoice or otherwise at the point of sale. After this promotion period, our regular terms will apply as set forth in this Agreement.

c. **Minimum-Due Payment Plan:** Under our Minimum-Due Payment Plan, if you pay each month 1/3 of the highest New Balance, rounded up to the nearest dollar, within 25 days of the statement closing date, no Finance Charge will be imposed. In the event you fail to make the required 1/3 payment within 25 days of the closing date, we will impose a Finance Charge on the unpaid balance as provided under our regular terms set forth above, beginning with the first billing period in which the 1/3 minimum payment is not made.

Your minimum monthly payment is based on the highest New Balance. This means that the minimum payment will not decrease as the New Balance reduces, until the New Balance is reduced to zero, and it will increase when any purchases increase the New Balance above its previous highest level. You pay as any time pay more than the total minimum monthly payment or your total New Balance.

5. **Security Interest:** We retain a purchase money security interest under the Uniform Commercial Code in the goods you charge to this Account until the indebtedness corresponding to each purchase is paid in full. Payments we receive are applied first to pay off any unpaid Finance Charge, then to any unpaid late fees and returned check fees, if any, and then to each article of merchandise in the order in which it was purchased (articles purchased on the same day are paid off lowest priced items first). You understand that if the goods charged to this Account are lost, damaged, or destroyed while we still retain our security interest, you still remain obligated to pay us for those goods.

6. **Credit Cards:** You request that we issue a Haverty's credit card if it is our policy to issue credit cards. All credit cards we issue remain our property and, if requested, you agree to return any credit card issued to you. You agree to notify us promptly if any credit card we issue to you is lost or stolen. You may be liable for the unauthorized use of your credit card. You will not be liable for unauthorized use that occurs after you notify us at 864 West Peachtree St., N.W., Atlanta, GA 30308, or telephone us at (404) 670-9414, orally or in writing, of the loss, theft, or possible unauthorized use. In any case, your liability will not exceed \$50.

7. **Disputed amounts:** All communications concerning disputed amounts, including any check or other payment instrument in an amount less than the full amount due that you send to us marked "paid in full", or you otherwise tender in full satisfaction of a disputed amount, must be sent to us at the address for billing inquiries shown on the billing statement. For important information regarding your right to dispute billing errors under federal law, see the Notice that accompanies your copy of this Agreement.

8. **No Waiver by Use:** We have the right to deny or refrain from enforcing any of our rights under this Agreement without losing them. For example, we can extend the time for making certain payments without extending others or we can accept late or partial payments without waiving our right to have future payments made when they are due.

9. **Returned Check Fees:** If any check you give us to pay the amount you owe under this Agreement is returned to us unpaid by your bank, we may charge you a returned check fee of \$16.00, except in LA this charge will be the lesser of \$10.00 or 5% of the amount of the check.

10. **Late Fees:** In the states of AR, FL, GA, KS, KY, LA, MS, NC, SC, TX, and WA, if you fail to make any required minimum monthly payment within 10 days (15 days in MS, 21 days in TX, 30 days in NC) after it is due, we may impose a late payment fee as follows: in AR, GA, and NC - \$5.00; in FL, SC, and TX - 5% of the amount of the

NOTICE: SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS

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required monthly payments or \$5.00 whichever is less; in KS - \$5.00 if the required minimum monthly payment is \$25.00 or less, and \$10.00 if the required minimum monthly payment is greater than \$25.00; and in LA, KY, MS, and WA - \$10.00. In FL, no late fee will be imposed if the late fee is less than \$4.00.

11. **Default/Collection Costs:** You will be in default if you fail to pay any minimum monthly payment when due or if you file for bankruptcy. In the event of default, we may demand that you pay the entire unpaid balance due. We may also repossess the goods you purchased on which there is any unpaid balance due, but we will do so only in a lawful manner, and we may pursue any other remedy provided by law. If the Account is referred to an attorney who is not our salaried employee, you agree to pay our attorney's fees, (no attorney's fee is imposed in AL when the unpaid balance is under \$300), but attorney's fees will only be imposed on the amount and in the amount permitted by applicable law, and court costs will also be recovered where permitted by applicable law.

12. **Cancellation or Limiting Your Credit:** We have the right at any time to limit or terminate the use of your Account without giving you notice in advance. You may end this Agreement for any reason but, if you do, you agree to pay the total balance due under the current terms of your Account.

13. **Change in This Agreement:** We may change any term of this Agreement, including the rate of Finance Charge, by furnishing you notice of the change in the manner required by applicable law. To the extent permitted by applicable law, any new terms may at our option be applied to any balance existing in the Account at the time of the change, as well as to any subsequent transactions.

14. **Credit Investigations:** You authorize us to investigate your credit history by obtaining credit reports in connection with your application for this Account and subsequently in connection with a purchase, reviewing the Account, or collecting the Account. You authorize us to make direct inquiries of businesses where you have accounts, where you work, and financial institutions where you bank. You also authorize us to report your performance under this Agreement to credit bureaus and others who may properly receive such information.

15. **Telephone Monitoring:** In order to assure that you receive the best possible customer service, and that our employees are complying with our policies and all applicable laws in their contacts with you, on occasion a second employee may listen to customer calls.

16. **Change of Address:** You agree to notify us promptly in writing if you move. Until we receive such notice we will send billing statements and any other notices to the address you gave to the application for this Account.

17. **Governing Law:** This Agreement is governed by federal law and the laws of your state of residence if you reside in a state where we have a retail store. If you live in

any other state, this Agreement is governed by the laws of the state where your Account was opened.

Notice to Texas Residents: To contact Priority Furniture Companies, Inc. about this account, call (800) 888-7474. This contract is subject to the state laws of Texas, which is enforced by the Consumer Credit Commissioner, 200 Perry Street, Boulevard, Austin, Texas 78705-4207. Phone (512) 478-1265 or (800) 538-1579. Contact the Commissioner relative to any inquiries or complaints.

Notice to Buyer: (a) DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT OR IF IT CONTAINS ANY BLANK SPACES. (b) YOU ARE ENTITLED TO AN EXACT COPY OF THE PAPER YOU SIGN. (c) YOU HAVE THE RIGHT TO PAY IN ADVANCE THE FULL AMOUNT DUE. (d) KEEP THIS AGREEMENT TO PROTECT YOUR LEGAL RIGHTS.

1088656

BY SIGNING BELOW YOU ACKNOWLEDGE RECEIPT OF A COPY OF THIS REVOLVING CHARGE AGREEMENT/SECURITY AGREEMENT.

X Larry D. Culkin
Buyer's Name (Print)

X [Signature] 10/3/98
Buyer's Signature

X Kathy Whistler
Collector's Name (Print)

X [Signature] 10/3/98
Collector's Signature

YOUR BILLING RIGHTS. KEEP THIS NOTICE FOR FUTURE USE.

This notice contains important information about your rights and our responsibilities under the Fair Credit Billing Act.

NOTIFY US IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR BILL.

If you think your bill is wrong, or if you need more information about a transaction on your bill, write us (on a separate sheet) at the address listed on your bill. Write to us as soon as possible. We must hear from you no later than 60 days after we sent you the first bill on which the error or problem appeared. You can telephone us, but doing so will not preserve your rights.

In your letter, give us the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

YOUR RIGHTS AND OUR RESPONSIBILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

We must acknowledge your letter within 30 days, unless we have corrected the error by then. Within 90 days, we must either correct the error or explain why we believe the bill was correct.

After we receive your letter, we cannot try to collect any amount you question, or report you as delinquent. We can continue to bill you for the amount you question, including finance charges, and we can apply any unpaid amount against your credit limit. You do not have to pay any questioned amount while we are investigating, but you are still obligated to pay the parts of your bill that are not in question.

If we find that we made a mistake on your bill, you will not have to pay any finance charges related to any questioned amounts. If we didn't make a mistake, you may have to pay finance charges, and you will have to make up any missed payments on the questioned amount. In either case, we will send you a statement of the amount you owe and the date that it is due.

If you fail to pay the amount that we think you owe, we may report you as delinquent. However, if our explanation does not satisfy you, and you write to us within 60 days telling us that you still refuse to pay, we must tell anyone we report you to that you have a question about your bill. And we must tell you the name of anyone we reported you to. We must tell anyone we report you to that the matter has been settled between us when it finally is.

If we don't follow these rules, we can't collect the first \$40 of the questioned amount even if your bill was correct.

FORM NO. 20-RCA 10/97

North Point

STORE COPY

FILE No.315 02/19 '02 13:00 ID:COMPUTER ROOM

FAX:770 52 8163

PAGE 13/ 14

HAVERTYS

FURNITURE FOR YOUR HOME

Sales Invoice 1088656

5849 Peachtree Road
Chamblee GA 30341North Point
(770)442-2810LARRY WHISLTER
425 RED JACKET WAY
ALPHARETTA GA 30005-4246
(B) 770-569-4647 (W) 404-603-2551CONTROL: 3-091-804
ACCOUNT: 9371782DATE: 10/03/98
TYPE: CHARGESLSPERSON: 338 SMITH
CASHIER: 654 BURGESS

DELIVERY: 10/08/98 WINDWARD S/D OFF WINDWARD PKWY

TYPE	LOC	QTY	SKU	DESCRIPTION	UNIT	EXTENDED
TD	8	2	2-2501-1230	TRM SOFA V908-949/E6022-05 TOPAZ	1,999.95	3,999.90
		2	0-1002-0001	FABRIC COAT		
		1	0-1011-0016	1001-2000	129.95	129.95
WD	8	1	0-1023-0032	GAR GOLD 869780 GOLD		
OA	8	1	0-4005-1731	RIV R/T 3327 CHERRY	1,799.95	1,799.95
			8-0001-0001	DELIVERY CHARGE		

AND ALL IS IN ORDER.

SUB TOTAL: 5,929.80

60/ 7.000% SALES TAX: 415.09
TOTAL: 6,344.89FOR CUSTOMER SERVICE OR DELIVERY INFO
PLEASE CALL 770-454-3494AMOUNT TENDERED: .00
CHANGE: .00
NET PAID: .00TOTAL CHARGE SALE: 6,344.89
TOTAL DOWN: .00
ADDED TO ACCOUNT: 6,344.89PAYMENT INFORMATION

NO INT/PMT TILL 3/99

I have purchased the property and services listed above from Haverty Furniture Co., Inc. ("Seller"), at the price set forth above for cash or on terms stated on my Revolving Charge Agreement ("RCA") with Seller. I agree that Seller shall retain security interest in the property above as listed in my RCA. Acceptance of this sales invoice is subject to Seller's approval of Buyer's credit. I acknowledge receipt of a completed copy of this sales invoice.

BUYER

BUYER

FILE No.315 02/19 '02 13:00 ID:COMPUTER ROOM

FAX:770 52 8163

PAGE 14/ 14

HAVERTYS**FURNITURE FOR YOUR HOME****Sales Invoice
1088689**5849 Peachtree Road
Chamblee GA 30341North Point
(770)442-2810SLSPERSON: 338 SMITH
CASHIER: 654 BURGESSLARRY WHISLER
425 RED JACKET WAY
ALPHARETTA GA 30005-4246
(H) 770-569-4647 (W) 404-603-2551CONTROL: 3-250811
ACCOUNT: 9371782DATE: 10/03/98
TYPE: CHARGE

DELIVERY: UNSCHED. WINDWARD S/D OFF WINDWARD PKWY

TYPE	LOC	QTY	SKU	DESCRIPTION	UNIT	EXTENDED
WD	8	2	2-5005-0251	SER 3/3 35869/INNISBROOK DENIM	119.00	238.00
			8-0001-0001	DELIVERY CHARGE		49.00

SUB TOTAL: 287.00

60/ 7.000% SALES TAX: 20.09

TOTAL: 307.09

FOR CUSTOMER SERVICE OR DELIVERY INFO
PLEASE CALL 770-454-3494AMOUNT TENDERED: .00
CHANGE: .00
NET PAID: .00TOTAL CHARGE SALE: 307.09
TOTAL DOWN: .00
ADDED TO ACCOUNT: 307.09PAYMENT INFORMATIONI HAVE REVIEWED THIS DOCUMENT
AND ALL IS IN ORDER.
X

NO INT/PMT TILL 3/99

I have purchased the property and services listed above from Haverty Furniture Co., Inc. ("Seller"), at the price set forth above for cash or on terms stated on my Revolving Charge Agreement ("RCA") with Seller. I agree that Seller shall retain security interest in the property above as listed in my RCA. Acceptance of this sales invoice is subject to Seller's approval of Buyer's credit. I acknowledge receipt of a completed copy of this sales invoice.

BUYER

BUYER

WITNESS

FORM B10 (Official Form 10) (4/98)

CHAPTER 13-BONE, JAMES H

068634259-N-N

UNITED STATES BANKRUPTCY COURT		NORTHERN DISTRICT OF GEORGIA		PROOF OF CLAIM	
Name of Debtor WHISTLER, LAWRENCE		Case Number 02-91266		FILED IN CLERKS OFFICE BANKRUPTCY COURT NORTHERN DISTRICT GEORGIA 12 FEB 22 PM 3:13 W. YVONNE EVANS CLERK DEPUTY CLERK THIS SPACE IS FOR COURT USE ONLY	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.					
Name of Creditor (The person or other entity to whom the debtor owes money or property): FDS Bank - Richs		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.			
Name and address where notices should be sent: TSYS TOTAL DEBT MGMT, INC. PO BOX 6700 NORCROSS, GA 30091		Telephone number: (800) 209-9161			
Account or other number by which creditor identifies debtor: 3000114271786		Check here if this claim <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends			
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS #: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)					
2. Date debt was incurred: 11/02/93		3. If court judgment, date obtained:			
4. Total Amount of Claim at Time Case Filed: If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		\$ 1946.07			
5. Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$4,300). *earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507 (a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family or household use - 11 U.S.C. § 507 (a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to government units - 11 U.S.C. § 507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraphs of 11 U.S.C. § 507 (a) (____). *Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.			
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY			
Date 02/21/02	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): J. Salazar TSYS TOTAL DEBT MGMT, INC.				

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

S T A T E M E N T O F A C C O U N T S

TODAY'S DATE 02/21/02

CREDITOR:

ID 3000114271786
FDS Bank - Richm
PO BOX 6700
NORCROSS, GA 30091

DEBTOR:

ID 068634259
WHISTLER, LAWRENCE
425 RED JACKET WAY
ALPHARETTA GA 30005

DEBTOR SSN#	BANKRUPTCY CASE	PLACED	TDM FILE#	DEBITS	CREDITS
163-44-3689	02-91266	02/21/02	068634259	1946.07	

BALANCE AS OF 02/04/02 \$1,946.07

Attorney: MILLER DAVID
3340 Peachtree Rd Ne, Ste 2615
Atlanta, GA 30326

Trustee: JAMES BONE
Ste 1100 Equitable Bldg, 100 P...
Atlanta, GA 30303

810 (Official Form 10) (4/98)

CH 13

UNITED STATES BANKRUPTCY COURT <u>Atlanta</u> District of <u>GA</u>		PROOF OF CLAIM FEB 25 PM 4:20 W. YOUNG EVANS CLERK DEPUTY CLERK
Name of Debtor: LARRY D WHISTLER		Case Number: 0291266SWC
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property.) Discover Bank		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and address where notices should be sent: Discover Financial Services P.O. Box 8003 Hilliard, OH 43026		
Telephone Number: 800-347-5515		
Account number or other number by which creditor identifies debtor: 6011004440649172 Discover		Check here <input type="checkbox"/> replaces if this claim <input type="checkbox"/> amends a previously filed claim, dated: _____
1. Basis for Claim. <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other <u>Itemized statement attached.</u>		
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Your SS #: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)		
2. Date debt was incurred:		3. If court judgment, date obtained:
4. Total Amount of Claim at Time Case Filed: \$ <u>3,789.99</u> <input type="checkbox"/> If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest of other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or other charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim above, if any: \$ _____		6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority: \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4300)*, earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507 (a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(4) <input type="checkbox"/> Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507 (a)(7) <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507 (a)(8) <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507 (a)(____) <small>*Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
7. Credit: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8. Supporting Documents: <u>Attach copies of supporting documents</u> , such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9. Date-Stamped Copy: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
Date 2/16/02 Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any). John Cope		
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C §§ 152 and 3571		

Original

Discover
FINANCIAL SERVICES

LARRY D WHISTLER
425 Red Jacket Way
Alpharetta, GA 30005

Discover

Account Number: 6011004440649172

STATEMENT DATE: 2/16/02

PREVIOUS BALANCE	\$	3,789.99
PAYMENTS AND CREDITS	\$	0.00
PURCHASES	\$	0.00
CASH ADVANCES	\$	0.00
POST PETITION PAYMENTS AND CREDITS	\$	0.00
BALANCE (as of Filing Date)	\$	3,789.99

POST PETITION PURCHASES	\$	0.00
POST PETITION CASH ADVANCES	\$	0.00
POST PETITION BALANCE	\$	0.00

STATEMENT SUMMARY

State of Delaware)
) ss
County of New Castle)

POWER OF ATTORNEY

~~Discover Bank, a banking corporation organized and existing under the laws of the State of Delaware and having an office at 12 Read's Way, New Castle County, Delaware ("Principal"), constitutes and appoints the employees of the recovery center for Discover Financial Services, Inc. located in Hilliard, Ohio, its true and lawful attorney-in-fact for the following purposes:~~


To assert on its behalf any claims in bankruptcy or in probate that it may have by reason of its having loaned money to a person who becomes a debtor or a decedent, and to sign on its behalf any documents necessary for the assertion, processing and filing of those claims.

To act on its behalf in retaining legal counsel to pursue any legal claims that it may have by reason of its having loaned money to persons who have not repaid it, and to sign on its behalf any documents necessary for the assertion or pursuit of those claims.

Principal, through its executive committee, ratifies and confirms everything attorneys-in-fact may lawfully do in the mentioned matters by virtue of this instrument.

In witness whereof, principal has caused this instrument to be sealed with its corporate seal, duly attested by the signature of its President, Kathy Roberts on 13 MAR. 2001.

By


Kathy Roberts, President
Discover Bank

(SEAL)

FORM B10(Official Form 10)(4/98)

UNITED STATES BANKRUPTCY COURT ATLANTA DISTRICT OF GA		PROOF OF CLAIM Chapter 11 02 MAR -4 PM 4:09 WYNNE EVANS CLERK BY DEPUTY CLERK THIS SPACE IS FOR COURT USE ONLY
Name of Debtor KATHERINE WHISTLER	Case Number 02-91266	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. Section 603.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): LORD AND TAYLOR Name and address where notices should be sent: LORD AND TAYLOR 111 BOULDER INDUSTRIAL DRIVE BRIDGETON MO 63044 Telephone Number: Account or other number by which creditor identifies debtor: 930861531	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court: <input type="checkbox"/> Check here if <input type="checkbox"/> replaces this claim: <input type="checkbox"/> amends a previously filed claim, dated _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. Section 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (fill out below) Your SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)	
1. Basis for Claim: <input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____	2. Date debt was incurred: 08/01/1991 - 02/04/2002	3. If court judgment, date obtained:
4. Total Amount of Claim at Time Case Filed: \$ 687.21 If all or part of your claim is secured or entitled to priority, also complete item 5 or 6 below. <input checked="" type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claims, if any \$ _____	6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$ 4,300)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. Section 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. Section 507(a)(4). <input type="checkbox"/> Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. Section 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. Section 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. Section 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. Section 507(a)(). *Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to claims commenced on or after the date of adjustment.	
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
DATE 02/28/2002	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): SHIALEY OATELL Shirley Oatell Bankruptcy Representative	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. Sections 152 and 3671.		

AR410 REL: 01.05

CUSTOMER AFFAIRS SERVICE SYSTEM

01/22/02 09:12:01

DIV: LT

STATEMENT INQUIRIES

USER JAI

930-861-531 T: 2 OT: 0 BENY: N BEN DT: 00/00/00 SG: A HC: 0 LF: 25.00
 KATHLEEN A WHISTLER DISP: N DIS DT: 00/00/00 PAY DUE: 02/21/02
 CC: 0 RES CD: 33 72 00 52 BILL DT: 01/28/02
 425 RED JACKET WAY P&L: 0 STATUS: CHAPT 13 APR%: 1.80 21.60
 CR R049 LP DT : 01/12/02 FC BAL: 666.47
 ALPHARETTA GA 30005 D: Y PS DUE: 687.21 NOW DUE: 687.21
 CK'D ID RMVD RC34 020297ELA; CL05 CBR-CB IN SYS -CM 020297 ECO P



	BEG BALANCE	FIN CHG	PURCHASES	PAYMENTS	CREDITS	NEW BALANCE
CURR:	687.21	0.00	0.00	0.00	0.00	687.21
BILLED:	723.56	12.00	0.00	36.00	37.35	687.21

DATE	DIV	REF NO	STR-DEPT	TRANSACTION DESCRIPTION	AMOUNT
JAN 12		201-1135	079 958	LATE PAYMENT FEE CREDIT	25.00 CR
JAN 12		201-1135	079 729	FINANCE CHARGE	12.35 CR
JAN 12		835-0082	085 000	PAYMENT RECEIVED-THANK YOU	36.00 CR

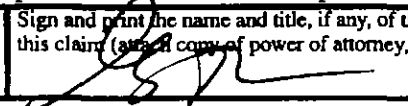
ALL DETAIL LINES DISPLAYED

RC QN1 AN 930861531 T 1

FORM B10 (Official Form 10)(4/01)

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF GEORGIA		FILED IN CLERK'S OFFICE U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF GEORGIA 02 MAR -7 PM 3:47  81  THIS SPACE IS FOR COURT USE ONLY
Name of Debtor Lawrence Whistler Katherine Whistler	Case Number 02-91266 swc Chapter 13	
Name of Creditor (The person or other entity to whom the debtor owes money or property): CitiFinancial Name and Address where notices should be sent: CitiFinancial 2650 Dallas Highway Suite 160 Marietta, GA 30064-7506 Telephone Number:		
Account or other number by which creditor identifies debtor: <u>202812</u>	Check here if <input type="checkbox"/> replaces a previously filed claim, dated _____ this claim <input type="checkbox"/> amends	
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court. <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)	
2. Date debt was incurred: <u>7-7-00</u>	3. If court judgment, date obtained:	
4. Total Amount of Claim at Time Case Filed: <u>\$ 89,005.44</u> If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		
5. Secured Claim. <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ <u>300,000</u> Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ <u>5,512.00</u>	6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$ 2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). *Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment. THIS SPACE IS FOR COURT USE ONLY	
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.		
8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
9. Necessary Copies For Filing: You are required to file, with the Clerk's Office only, the original plus one copy of this proof of claim form.		
10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy (in addition to the copy required in item 9) of this proof of claim.		
Date <u>3-6-02</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <u>Kathy Bradford assistant manager - KATHY BRADFORD</u>	
Failure to include a duplicate of your claim may delay the processing of your claim. Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

FORM B10 (Official Form 10) (4/98)

UNITED STATES BANKRUPTCY COURT — NORTHERN — DISTRICT OF — GEORGIA —	
Name of Debtor Lawrence Whistler Katherine Whistler	Case Number 02-01266-SWC
U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF GEORGIA 02 MAR 11 PM 3:33 W. YVONNE EVANS CLERK BY _____ DEPUTY CLERK THIS SPACE IS FOR COURT USE ONLY	
Name of Creditor (The person or other entity to whom the debtor owes money or property): GENERAL MOTORS ACCEPTANCE CORP.	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and address where notices should be sent: General Motors Acceptance Corp. P.O. Box 7041 Troy, Michigan 48007-7041	
Account or other number by which creditor identifies debtor: 340-0334-28315	Check here if this claim <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS #: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)	
2. Date debt was incurred: August 6, 2001	3. If court judgment, date obtained:
4. Total Amount of Claim at Time Case Filed: \$ 10320.87 If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.	
5. Secured Claim. <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input checked="" type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Late Charges Due: \$90.00 Other Charges Due: \$0.00 Attorney Fees Due: \$0.00 Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____	6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,300)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <small>*Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.	
Date 3/8/02	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):  Gregson T. Haan 110-1493
THIS SPACE IS FOR COURT USE ONLY	
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.	

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GMAC TROY BKT CTR

007/008

340-0334-28315

RETAIL INSTALLMENT SALE CONTRACT
GMAC FLEXIBLE FINANCE PLAN

Dealer Number

Contract Number

Buyer (and Co-Buyer) - Name and Address (Include County and Zip Code)
LAWRENCE D. WHISTLER
TIMOTHY L. WHISTLER
425 RED JACKET WAY
ALPHARETTA GA 30005 FULTONDealer (Buyer Name and Address)
CARL BLACK PONT/BK/GMC/ISUZU
11225 ALPHARETTA HWY
ROSMELL GA 30076 FULTON

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you agree to buy the vehicle on credit under the agreement on the front and back of this contract. You agree to pay the Creditor the Amount Financed and Finance Charge according to the payment schedule shown below. The Finance Charge is figured on a daily basis at the Annual Percentage Rate on the unpaid balance of the Amount Financed.

Description of Vehicle. You agree to buy and the Creditor agrees to sell the following vehicle:

Year or Used	Year	Make and Model	Body Type	Vehicle Identification No.	Use for Which Purchased
USED	1995	PONTIAC FIRENZA	2DR	262F522K2X2203462	<input checked="" type="checkbox"/> Personal <input type="checkbox"/> Business

If truck - Describe body and major items of equipment sold:

FEDERAL TRUTH-IN-LENDING DISCLOSURES

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 965.74
13.95 %	\$ 7748.95	\$ 19251.05	\$ 27000.00	\$ 27965.74

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows:
60	450.00	Monthly beginning 09/21/2001	

Late Charge. If a payment is not paid in full within 10 days after it is due, you will pay a late charge of 8% of the amount of the payment that is late with a maximum of \$90.00 unless the vehicle is off-highway farm or business equipment.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information: See the other side of this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including any accessories, options, and taxes)	\$ 18297.79 (1)
2 Total Downpayment = Net Trade-In \$ 965.74 + Cash Downpayment \$ N/A	
+ Other (Deposits)	\$ N/A
Your Trade-In is a 1995 PONTIAC GREASED AM	\$ 965.74 (2)
3 Unpaid Balance of Cash Price (1 minus 2)	\$ 17332.05 (3)
4 Other Charges Including Amounts Paid to Others on Your Behalf (Seller may be keeping part of these amounts.)	
A Cost of Required Physical Damage Insurance Paid to the Insurance Company Named Below - Covering Damage to the Vehicle	\$ N/A
B Cost of Optional Mechanical Repair Insurance Paid to the Insurance Company Named Below - Covering Certain Mechanical Repairs	\$ N/A
C Cost of Optional Credit Insurance Paid to the Insurance Company or Companies Named Below. Life \$ N/A Disability, Accident and Health \$ N/A	\$ N/A
D Official Fees Paid to Government Agencies	\$ N/A
E Taxes Not Included in Cash Price	\$ N/A
F Government License and/or Registration Fees (fees/tax)	\$ N/A
G Government Certificate of Title Fees	\$ 18.00
H Other Charges (Seller must identify who will receive payment and describe purpose)	\$ N/A
to RYAN & CARL BLACK PONT for 48 MONTHS/48000 MILES / GM	\$ 1901.00
Total Other Charges and Amounts Paid to Others on Your Behalf	\$ 1919.00 (4)
5 Amount Financed - Unpaid Balance (3 + 4)	\$ 19251.05 (5)

Insurance. If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions. Required Physical Damage Insurance. Physical damage insurance is required, but you may obtain it from anyone you want who is acceptable to the Creditor. The cost of this insurance is shown in 4A of the Itemization above.

Insurance Company N/A Term: month
☒ N/A Deductible Collision and other:
☐ Full Comprehensive including Fire, Theft and Combined Additional Coverage
☒ N/A Deductible Comprehensive including Fire, Theft and Combined Additional Coverage
☐ Fire, Theft and Combined Additional Coverage
 Optional, if desired - ☐ Towing and Labor costs ☐ Loss of Use ☐ CB Radio Equipment

Optional Mechanical Repair Insurance. The cost of this insurance is shown in 4B of the Itemization above.

Insurance Company N/A
 Term: ☐ 36 months or 36,000 miles, whichever occurs first
 Term: ☐ ☐ \$25 Deductible ☐ \$50 Deductible ☐ \$ N/A Deductible

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign for them and agree to pay the additional cost. If you want this insurance, check the insurance desired and sign below. If you have chosen this insurance, the cost is shown in 4C of the Itemization above. Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Check the insurance desired: ☐ Life (Buyer/Co-Buyer ☐ Both) ☐ Disability, Accident and Health (Buyer Only)

N/A

(Name of Insurer)

(Home Office Address)

This policy will pay amounts due on this contract up to \$ N/A. Total policy coverage for this and any other Retail Installment Sale Contract is limited to \$ N/A.

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GMAC TROY BKT CTR

008/009

is shown in 4C of the limitation above. Credit life insurance pays only the amount you would owe if you paid all your payments on time. Credit disability insurance does not cover any increase in your payment or in the number of payments. Coverage for credit life insurance and credit disability insurance ends on the original due date for the last payment unless a different term for the insurance is shown below.

Check the insurance desired: ☐ Life (Buyer) ☐ Co-Buyer ☐ Both ☐
☐ Disability, Accident and Health (Buyer Only)

N/A (Name of Insurer) (Home Office Address)

1. If policy will pay amounts due on this contract up to \$ N/A. Total policy coverage for this and any other Retail Installment Sales Contract is limited to N/A.

Buyer Signature _____ Date _____ Co-Buyer Signature _____ Date _____

THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

See the other side of this contract for other important agreements, including your agreement to give the Creditor a security interest in insurance premiums and proceeds.

Notice to the Buyer

Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

You signed this contract and agreement on AUGUST 6th 2001 (Day) (Yr.)

Buyer Signature _____ Co-Buyer Signature _____
 Co-Buyer and Seller Signature - A co-buyer is a person who is responsible for paying the entire debt. An either owner is a person whose name is on the title to the vehicle but does not have to pay the debt. The co-buyer or other owner knows that the Creditor has a security interest in the vehicle and consents to the security interest.

Other owner signs here _____ Address _____
 Co-Buyer Signature _____ Seller Signature _____
 Co-Buyer Signature _____ Seller Signature _____

Seller obtained this vehicle from General Motors Corporation (GM) on installment credit terms. Seller assigns its interest in this contract to GM under the terms of the GM Installment Sales Finance Plan - Terms of Substitution and Assignment agreement. Otherwise, Seller assigns its interest in this contract to General Motors Acceptance Corporation (GMAC) under the terms of the GMAC Retail Plan agreement.

Assigned with recourse			Assigned without recourse or with limited recourse		
Seller	By	Title	Seller	By	Title
			CARL BLACK (PONT/BK/GMC/ISUZU)		

Z: FR GA 12/2000 (1) (For use in the State of Georgia) (1 of 4) Notice: See Other Side
 C: Copyright 2000 General Motors Acceptance Corporation. All Rights Reserved

ORIGINAL

FORM B10 (Official Form 10) (4/98)

UNITED STATES BANKRUPTCY COURT <u>NORTHERN</u> DISTRICT OF <u>GEORGIA</u>	
Name of Debtor <u>Lawrence Whistler Katherine Whistler</u>	Case Number <u>02-91266-SWC</u>
FILED IN U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF GEORGIA 02 MAR 11 PM 3:34 W. YVONNE EVANS CLERK DEPUTY CLERK	
Name of Creditor (The person or other entity to whom the debtor owes money or property): GENERAL MOTORS ACCEPTANCE CORP.	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Name and address where notices should be sent: General Motors Acceptance Corp. P.O. Box 7041 Troy, Michigan 48007-7041	THIS SPACE IS FOR COURT USE ONLY
Account or other number by which creditor identifies debtor: <u>340-0334-23677</u>	Check here if this claim <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS #: _____ Unpaid compensation for services performed from _____ to _____ <div style="text-align: center;">(date) (date)</div>	
2. Date debt was incurred: <u>July 11, 2001</u>	3. If court judgment, date obtained:
4. Total Amount of Claim at Time Case Filed: \$ <u>20055.26</u> If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.	
5. Secured Claim. <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input checked="" type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Late Charges Due: \$118.38 Other Charges Due: \$0.00 Attorney Fees Due: \$0.00 Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____	6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,300)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <small>*Amounts are subject to adjustment on 4/1/01 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.	
Date <u>3/8/02</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <u>Gregson T. Haan</u> 110.1494

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GMAC TROY BKT CTR

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340-0334-23677

GMAC **RETAIL INSTALLMENT SALE CONTRACT**
GMAC FLEXIBLE FINANCE PLAN

Order Number 2334 Contract Number 23677

Buyer (and Co-Buyer)—Name and Address (Include County and Zip Code)
LAWRENCE DAVID WHISTLER
425 RED JACKET WAY
ALPHARETTA GA 30005 FULTON

Creditor (Seller Name and Address)
CARL BLACK PONT/BK/GMC/ISUZU
11225 ALPHARETTA HWY
ROSWELL GA 30076 FULTON

You, the Buyer (and Co-Buyer, if any), may buy the vehicle described below for cash or on credit. By signing this contract, you agree to buy the vehicle on credit under the agreement on the front and back of this contract. You agree to pay the Creditor the Amount Financed and Finance Charge according to the payment schedule shown below. The Finance Charge is figured on a daily basis at the Annual Percentage Rate on the unpaid balance of the Amount Financed.

Description of Vehicle. You agree to buy and the Creditor agrees to sell the following vehicle:

Year/Make/Model	Year	Make and Model	Body Type	Vehicle Identification No.	Use for Which Purchased
NEW 2001 GMC JIMMY	2001	JIMMY	2DR UT	16XLS18W51K199272	<input checked="" type="checkbox"/> personal <input type="checkbox"/> business <input type="checkbox"/> agricultural

If truck—Describe body and major items of equipment sold:

FINANCIAL TRUTH-BLINDING PROTECTION

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments	Total Sale Price
The cost of your credit as a yearly rate. <u>3.90</u> %	The dollar amount the credit will cost you. <u>2231.07</u>	The amount of credit provided to you or on your behalf. <u>21444.93</u>	The amount you will have paid after you have made all payments as scheduled. <u>23676.00</u>	The total cost of your purchase on credit, including your down-payment of <u>\$ 3500.00</u> is <u>27176.00</u>

Your Payment Schedule Will Be:

Number of Payments	Amount of Payments	When Payments Are Due	Or as Follows:
<u>60</u>	<u>394.60</u>	Monthly beginning <u>08/26/2001</u>	

Late Charge. If a payment is not paid in full within 10 days after it is due, you will pay a late charge of 6% of the amount of the payment that is late with a maximum of \$50.00 unless the vehicle is off-highway farm or business equipment.

Prepayment. If you pay off all your debt early, you will not have to pay a penalty.

Security Interest. You are giving a security interest in the vehicle being purchased.

Additional Information. See the other side of this contract for more information including information about nonpayment, default, any required repayment in full before the scheduled date, and security interest.

ITEMIZATION OF AMOUNT FINANCED

1 Cash Price (including any accessories, services, and taxes) \$ 23752.93 (1)

2 Total Downpayment = Net Trade-In \$ N/A + Cash Downpayment \$ 2000.00
 + Other (Downside) MANUFACTURER'S REBATE \$ 1500.00
 Your Trade-In is a _____ Year _____ Make _____ Model _____ \$ 3500.00 (2)

3 Unpaid Balance of Cash Price (1 minus 2) \$ 20252.93 (3)

4 Other Charges (including Amounts Paid to Others on Your Behalf: (Seller may be keeping part of these amounts.)

A Cost of Required Physical Damage Insurance Paid to the Insurance Company Named Below—Covering Damage to the Vehicle \$ N/A

B Cost of Optional Mechanical Repair Insurance Paid to the Insurance Company Named Below—Covering Certain Mechanical Repairs \$ N/A

C Cost of Optional Credit Insurance for the Term of this Contract Paid to the Insurance Company or Companies Named Below: Life \$ N/A Disability, Accident and Health \$ N/A \$ N/A

D Official Fees Paid to Government Agencies \$ N/A

E Taxes Not Included in Cash Price \$ N/A

F Government License and/or Registration Fees (if any) \$ N/A

G Government Certificate of Title Fees \$ 10.00

H Other Charges (Seller must identify who will receive payment and describe purpose)
 to STATE (\$2) & DEALER (\$1) for MV HARR RIGHTS FEE \$ 3.00
 to RYAN CARL BLACK PONT for 72 MONTHS/72000 MILES \$ 1171.00
 Total Other Charges and Amounts Paid to Others on Your Behalf \$ 1184.00 (4)

5 Amount Financed—Unpaid Balance (3 + 4) \$ 21444.93 (5)

Insurance. If any insurance is checked below, the policies or certificates issued by the Companies named will describe the terms and conditions.

Required Physical Damage Insurance. Physical damage insurance is required, but you may obtain it from anyone you want who is acceptable to the Creditor. The cost of this insurance is shown in 4A of the Itemization above.

Insurance Company N/A Term N/A

☐ \$ N/A Deductible Collision and other:
☐ Full Comprehensive including Fire, Theft and Combined Additional Coverage
☐ \$ N/A Deductible Comprehensive including Fire, Theft and Combined Additional Coverage
☐ Fire, Theft and Combined Additional Coverage

Optional, if desired—☐ Towing and Labor costs ☐ Loss of Use ☐ CB Radio Equipment

Optional Credit Insurance. Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign for them and agree to pay the additional cost. If you want this insurance, check the insurance desired and sign below. If you have chosen this insurance, the cost is shown in 4C of the Itemization above. Credit life insurance is based upon the payment schedule and term shown above. This insurance may not pay all you owe on this contract if you make late payments. Disability insurance covers the original payment amount for the term shown above. If you make late payments, disability insurance will not pay all of your payments.

Optional Mechanical Repair Insurance. The cost of this insurance is shown in 4B of the Itemization above.

Insurance Company N/A
 Term: ☐ 36 months or 36,000 miles, whichever comes first
 Term: ☐
☐ \$50 Deductible ☐ \$50 Deductible ☐ \$ N/A Deductible

Check the insurance desired: ☐ Life (Buyer ☐ Co-Buyer ☐ Both ☐
☐ Disability, Accident and Health (Buyer Only)

N/A (Name of Insured) N/A (Home Office Address)

This policy will pay amounts due on this contract up to \$ N/A. Total policy coverage for this and any other Retail Installment Sale Contract is limited to \$ N/A.

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GMAC TROY BKT CTR

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☐ \$ N/A Deductible Comprehensive (See below)
☐ Full Comprehensive including Fire, Theft and Combined Additional Coverage
☐ \$ N/A Deductible Comprehensive including Fire, Theft and Combined Additional Coverage
☐ Fire, Theft and Combined Additional Coverage
 Optional, if desired—☐ Towing and Labor costs ☐ Loss of Use ☐ CB Radio Equipment

Optional Credit Insurance: Credit life insurance and credit disability insurance are not required to obtain credit and will not be provided unless you sign for them and agree to pay the additional cost. If you want this insurance, check the insurance desired and sign below. If you have chosen this insurance, the cost is shown in 4C of the Insurance above. Credit life insurance is based upon the payment schedule and term shown above. This insurance may not pay all you owe on this contract if you make late payments. Disability insurance covers the original payment amount for the term shown above. If you make late payments, disability insurance will not pay all of your payments.

Check the insurance desired: ☐ Life (Buyer) ☐ Co-Buyer ☐ Both ☐
☐ Disability, Accident and Health (Buyer Only)

Name of Insurer: N/A (Name Office Address)

This policy will pay amounts due on this contract up to \$ N/A. Total policy coverage for this and any other Retail Insurance this Contract is limited to \$ N/A.

Buyer Signature _____ Date _____ Co-Buyer Signature _____ Date _____

THE INSURANCE, IF ANY, REFERRED TO IN THIS CONTRACT DOES NOT INCLUDE COVERAGE FOR PERSONAL LIABILITY AND PROPERTY DAMAGE CAUSED TO OTHERS.

See the other side of this contract for other important agreements, including your agreement to give the Creditor a security interest in insurance proceeds.

Notice to the Buyer
 Do not sign this contract before you read it or if it contains any blank spaces. You are entitled to an exact copy of the contract you sign.

I have signed this contract and received a copy of _____ JULY 11 2001 _____
 (Buyer) (Date) (Buyer)

Buyer Signature _____ Co-Buyer Signature _____
 Address _____

Seller Signature CARL BLACK PONT/BK/GMC/ISUZU

If Seller obtained this vehicle from General Motors Corporation (GMC) on installment credit terms, Seller assigns its interest in this contract to GM under the terms of the GM Installment Sales Finance Plan—Terms of Satisfaction and Assignment agreement. Otherwise, Seller assigns its interest in this contract to General Motors Acceptance Corporation (GMAC) under the terms of the GMAC Retail Plan agreement.

Assigned with recourse		Assigned without recourse or with limited recourse	
Seller	By _____ Title _____	CARL BLACK (PONT/BK/GMC/ISUZU)	By _____ Title _____

100 FR-GA 6-88 (4) (For use in the State of Georgia) (1 of 4) Notice: See Other Side

ORIGINAL

OTHER IMPORTANT AGREEMENTS

Finance Charge. The Finance Charge is figured on a daily basis at the Annual Percentage Rate on the unpaid balance of the Amount Financed. The Creditor will apply each payment first to the earned and unpaid part of the Finance Charge, and then to the unpaid balance of the Amount Financed.

Late Payments and Early Payments. The amounts shown on the front of this contract for the Finance Charge, Total of Payments and the Total Sale Price are based on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments and Total Sale Price will be more if you pay late and less if you pay early. If all your scheduled payments are equal, changes will take the form of more or fewer payments of the same amount, with a smaller final payment. If your final scheduled payment is larger than your earlier scheduled payments, changes will take the form of a larger or smaller final payment. The Creditor will send you a notice before the due date of the final scheduled payment. The notice will show the amount of the unpaid balance and the new payment schedule.

Ownership and Risk of Loss. You agree to pay the Creditor all you owe under this contract even if the vehicle is damaged, destroyed or missing. You agree not to remove the vehicle from the United States or Canada, or to sell, rent, lease or otherwise transfer any interest in the vehicle or this contract without the Creditor's written permission. You agree not to expose the vehicle to misuse, seizure, or confiscation, or other involuntary transfer, even if the vehicle was not the subject of judicial or administrative action. You will make sure the Creditor's security interest (lien) on the vehicle is shown on the title. If the Creditor pays any repair bills, storage bills, taxes, fines, or other charges on the vehicle, you agree to repay the amount when the Creditor asks for it.

Security Interest. You give the Creditor a security interest in (1) the vehicle being purchased, (2) any accessories, equipment and replacement parts installed in the vehicle, (3) any insurance premiums and charges for service contracts returned to the Creditor, (4) any proceeds of insurance policies or service contracts on the vehicle, and (5) any proceeds of insurance policies on your life or health which are financed in this contract. This secures payment of all amounts you owe in this contract and in any transfer, renewal, extension or assignment of this contract. It also secures your other agreements in this contract.

Prepayment. You may prepay the unpaid balance of the Amount Financed in full or in part at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other earned amounts due up to the date of payment.

Required Physical Damage Insurance. You agree to have physical damage insurance covering loss or damage to the vehicle for the term of this contract. At any time during the term of this contract, if you do not have physical damage insurance which covers both the interest of you and the Creditor in the vehicle, then the Creditor may buy it for you. If the Creditor does not buy physical damage insurance which covers both interests in the vehicle, it may, if it decides, buy insurance which covers only the Creditor's interest.

The Creditor is under no obligation to buy any insurance, but may do so if it desires. If the Creditor buys either of these coverages, it will let you know what type it is and the charge you must pay. The charge will consist of the cost of the insurance and a finance charge, at the highest lawful contract rate. You agree to pay the charge in equal installments along with the payments shown on the payment schedule.

If the vehicle is lost or damaged, you agree that the Creditor can use any insurance settlement either to repair the vehicle or to apply to your debt.

Late Charge. You will have to pay a late charge on each payment received by the Creditor more than ten days late. The charge is shown on the front. Acceptance of a late payment or late charge does not excuse your late payment or mean that you can keep making payments after they are due. The Creditor may also take the steps set forth below if there is any late payment.

Optional Insurance or Service Contracts. This contract may contain charges for optional insurance or service contracts. If the vehicle is repossessed, you agree that the Creditor may claim benefits under these contracts and terminate them to obtain refunds for unearned charges.

Insurance or Service Contract Charges Returned to Creditor. If any charge for required insurance is returned to the Creditor, it may be credited to your account or used to buy similar insurance or insurance which covers only the Creditor's interest in the vehicle. Any refund on optional insurance or service contracts obtained by the Creditor will be credited to your account. You will be notified of what is done.

Required Repayment in Full Before the Scheduled Date. If you fail to pay any payment when due; a proceeding in bankruptcy, receivership or insolvency is started by you or against you or your property; or you break any of the agreements in this contract (default), the Creditor can

demand that you pay all you owe on this contract at once (not just past due payments). The amount you owe will be the unpaid balance of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and, to the extent allowed by law, any amounts due because you did not keep contract promises.

Repossession of the Vehicle for Failure to Pay. Repossession means that, if you fail to pay according to the payment schedule; or if you break any of the agreements in this contract (default), the Creditor can take the vehicle from you. To take the vehicle the Creditor can enter your property, or the property where it is stored, as long as it is done peacefully. If there is any personal property in the vehicle, such as clothing, the Creditor can store it for you. Any accessories, equipment or replacement parts will remain with the vehicle.

Getting the Vehicle Back After Repossession. If the Creditor repossesses the vehicle, you have the right to get it back (redeem) by paying the entire amount you owe on the contract (not just past due payments). The amount you owe will be the unpaid balance of the Amount Financed plus the earned and unpaid part of the Finance Charge, any late charges, and all other earned amounts due, including the cost of taking and storing the vehicle and other expenses that the Seller or the Creditor has had. To the extent allowed by law, you must also cure any default in addition to nonpayment of what you owe. Your right to redeem will end when the vehicle is sold.

Sale of the Repossessed Vehicle. The Creditor will send you a written notice of sale at least 10 days before selling the vehicle. If you do not redeem the vehicle by the date on the notice, the Creditor can sell it. The Creditor will use the net proceeds of the sale to pay all or part of your debt.

The net proceeds of sale will be figured this way: Any late charges and any charges for taking and storing the vehicle, clearing and advertising etc., and any attorney fees and court costs will be subtracted from the selling price.

If you owe the Creditor less than the net proceeds of sale, the Creditor will pay you the difference, unless required to pay it to someone else. For example, the Creditor may be required to pay a lender who has given you a loan and also taken a security interest in the vehicle.

If you owe more than the net proceeds of sale, you will pay the Creditor the difference between the net proceeds of sale and what you owe when the Creditor asks for it. If you do not pay this amount when asked, you may also be charged interest at the highest lawful rate until you do pay all you owe to the Creditor.

Collection Costs. If the Creditor hires an attorney who is not a salaried employee of the Creditor to collect what you owe, you will pay 15% of the principal and interest you owe as attorney's fees, plus the court costs.

Delay in Enforcing Rights and Changing of this Contract. The Creditor can delay or refrain from enforcing any of its rights under this contract without losing them. For example, the Creditor can extend the time for making some payments without intending others. Any change in terms of this contract must be in writing and signed by the Creditor. No oral changes are binding. If any part of this contract is not valid, all other parts will remain enforceable.

Warranties Seller Disclaims. You understand that the Seller is not offering any warranties and that there are no implied warranties of merchantability, of fitness for a particular purpose, or any other warranty, express or implied by the Seller, covering the vehicle unless the Seller extends a written warranty or service contract within 90 days from the date of this contract.

An implied warranty of merchantability generally means that the vehicle is fit for the ordinary purpose for which such vehicles are generally used. A warranty of fitness for a particular purpose is a warranty that may arise when the Seller has reason to know the particular purpose for which you require the vehicle and you rely on the Seller's skill or judgment to furnish a suitable vehicle.

This provision does not affect any warranties covering the vehicle which may be provided by the vehicle manufacturer.

Used Car Buyer's Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Notice of Substitution of Contract. If Seller obtained this vehicle from General Motors Corporation (GM) on installment credit terms, this contract will be substituted by Seller for and replace the Seller's obligation to pay GM for the vehicle you are purchasing. This substitution will not change the amount you have agreed to pay the Seller, the payment schedule, the finance charge or any of your rights and duties for this purchase. The terms of this contract set forth your entire and only obligation to Seller, GM, or any other holder of this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this

03/08/2002 13:21 FAX 2488133883

GMAC TROY BKT CTR

010/010

STATE OF GEORGIA Certificate of Title

THIS TITLE MUST BE TRANSFERRED IMMEDIATELY UPON CHANGE OF VEHICLE OWNERSHIP

VEHICLE IDENTIFICATION NUMBER 1GKCS18W51K199272 MAKE GMC YEAR 2001 TYPE OF BODY MULTI-PURPOSE V CYC 6 DATE ISSUED 07/23/2001

07/11/2001 GASOLINE REN 000121

ODOMETER READING IS ACTUAL MILEAGE OF THE VEHICLE UNLESS OTHERWISE INDICATED IN

MAR TO

GMAC
PO BOX 8101
COCKEYSVILLE MD 21030-8101



R 001. 00000301818 /00029 FILE
00042 PSHIP 1GKCS18W51K199272



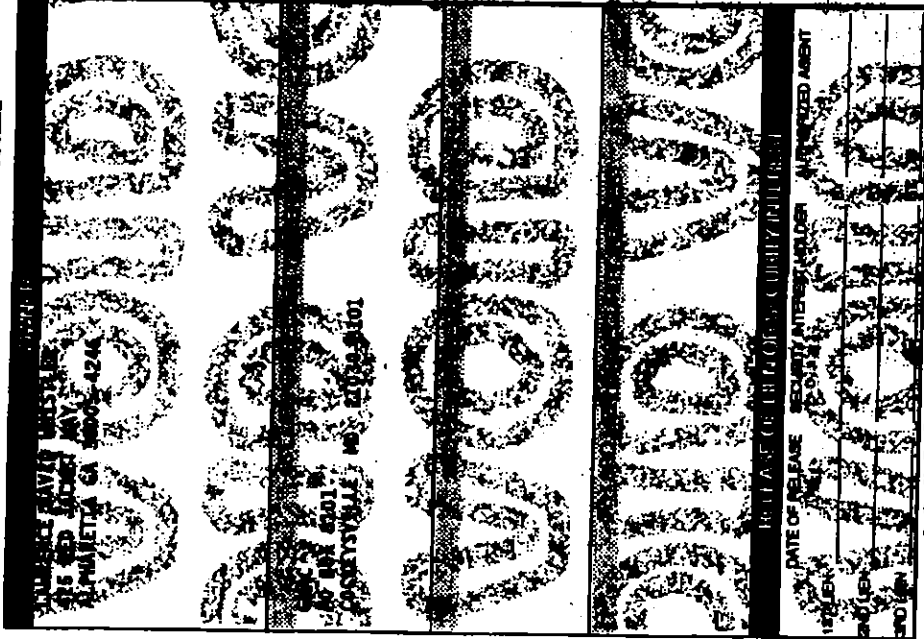
The Georgia Department of Revenue hereby certifies that on Application duly made the person named herein is registered by this Department as the legal owner of the vehicle described subject to the term or security herein shown set forth and such term or security interest is duly acknowledged by the person named herein as the owner of the vehicle. This Certificate of Title is issued pursuant to the Motor Vehicle Certificate of Title Act and is subject to the provisions thereof.

[Signature]

STATE REVENUE COMMISSIONER



004356353

4810962



DATE OF RELEASE SECURITY INTEREST HOLDER AUTHORIZED AGENT

DATE OF RELEASE	SECURITY INTEREST HOLDER	AUTHORIZED AGENT

UNITED STATES BANKRUPTCY COURT NORT IN DISTRICT OF GEORGIA		
Name of Debtor Lawrence Whistler Katherine Whistler	Case Number 02-91266 swc Chapter 13	FILED IN CASE NO. 02-91266 U.S. BANKRUPTCY COURT NORT IN DISTRICT OF GEORGIA *02 MAR -7 PM 3:47   THIS SPACE IS FOR COURT USE ONLY
Name of Creditor (The person or other entity to whom the debtor owes money or property): CitiFinancial Name and Address where notices should be sent: CitiFinancial 2650 Dallas Highway Suite 160 Marietta, GA 30064-7506	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Telephone Number:	Account or other number by which creditor identifies debtor: <u>202812</u>	Check here if <input type="checkbox"/> replaces this claim <input type="checkbox"/> amends a previously filed claim, dated _____
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. §1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)	
2. Date debt was incurred: <u>7-7-00</u>	3. If court judgment, date obtained:	
4. Total Amount of Claim at Time Case Filed: If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.	\$ <u>89,005.44</u>	
5. Secured Claim. <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ <u>300,000</u> Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ <u>5,512.00</u>	6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$ 2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). *Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.	THIS SPACE IS FOR COURT USE ONLY	
8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
9. Necessary Copies For Filing: You are required to file, with the Clerk's Office only, the original plus one copy of this proof of claim form.		
10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy (in addition to the copy required in item 9) of this proof of claim.		
Date <u>3-6-02</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <u>Kathy Bradley assistant manager KATHY BRADLEY</u>	
Failure to include a duplicate of your claim may delay the processing of your claim. Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.		

Notice to Filer

Rule 5005-1 of the Local Rules for the United States Bankruptcy Court for the Northern District of Georgia contains a provision that requires all papers filed with the Court to be on 8 ½ by 11 inch paper. The pertinent language of the local rule is as follows:


5005-1. Format Requirements

The following provisions govern pleadings and papers filed in the Bankruptcy Court:

(a) Paper. All pleadings and other papers, including motions, notices, orders and attachments thereto, shall be presented for filing on white opaque paper of good quality, 8½ by 11 inches in size.

The attachments to the document that you have filed with the Court do not meet the above requirement. Therefore the attachments are being returned to you. The document has been processed by the Clerk's Office; however, if you wish to make the attachments part of the record of the Court, you will be required to *file an additional document*, which will include the attachments on 8 ½ by 11 inch paper. Do not return this notice as part of your amendment.

W. Yvonne Evans
Clerk of Court

United States Bankruptcy Court NORTHERN District of C AGIA		PROOF OF CLAIM Chapter 13	
In re WHISTLER; LAWRENCE 163-44-3689		Case Number: 02-91268	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (The person or entity to whom the debtor owes money or property) General Motors Acceptance Corporation		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and Addresses Where Notices Should be Sent General Motors Acceptance Corporation P. O. Box 7041, Troy, MI 48007-7041 Telephone No. 1-800-551-5377			
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 340-2968-11127 274GH4		Check here if this claim. Replaces a previously filed claim, dated: amends	
1. BASIS FOR CLAIM <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other Collateral: 1999 GMC SUBURBAN 3GKEC16R0XG523196			
2. DATE DEBT WAS INCURRED: 1/8/99		3. IF COURT JUDGMENT, DATE OBTAINED:	
4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.			
<input type="checkbox"/> SECURED CLAIM \$ Attach evidence of perfection of security interest. Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly): Amount of arrearage and other charges included in secured claim above. If any \$ _____		<input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim. <input type="checkbox"/> Wages, salaries, or commissions (up to \$2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other - 11 U.S.C. §§ 507(a)(2), (a)(5) - (describe briefly)	
5. TOTAL AMOUNT OF CLAIM AT TIME \$ 599.16 \$ _____ \$ _____ CASE FILED: (Unsecured) (Secured) (Priority)		\$ 599.16 (Total)	
<input type="checkbox"/> Check this box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.			
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor. 7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary. 8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
Date 3/14/02	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) GENERAL MOTORS ACCEPTANCE CORPORATION  REBECCA AVERY / Agent MXG		

FILED IN DISTRICT'S OFFICE
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF CALIFORNIA

02 MAR 18 PM 4:49

W. YVONNE EVANS
CLERK

BY DEPUTY CLERK
THIS SPACE IS FOR
COURT USE ONLY

THIS SPACE IS FOR
COURT USE ONLY

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

GENERAL MOTORS ACCEPTANCE CORPORATION

Mailing Address: PO BOX 7041, Troy, MI 480077041
Telephone: 800-551-5377

BRANCHES THROUGHOUT
THE WORLD

EXECUTIVE OFFICES
DETROIT

October 11, 2001

LAWRENCE WHISTLER
425 RED JACKET WAY
ALPHARETTA, GA 30005

Account Number 340-2968-11127

-Dear LAWRENCE WHISTLER:

We have determined the amount you owe upon early termination of your Lease Agreement. A balance of \$599.16 is due. This amount was calculated as described in your Lease Agreement.

Base Monthly Payment times number of monthly payments not yet due	\$ 3,929.03
Less- Unearned Lease Charges	-\$ 1,206.52
Less- Any Surplus from Vehicle Sale: Part A	-\$ 0.00
Subtotal (zero if negative)	\$ 2,722.51
Add - Early Excess Mileage and Wear Charges: Part B	+\$ 0.00
Add - Other Amounts Owed: Part C	+\$ 600.58
Less- Security Deposit	-\$ 0.00
Less- Other Funds Received *	-\$ 2,723.93
Amount owed GMAC	\$ 599.16

Part A. Surplus from Vehicle Sale

Vehicle Sale Price Plus Any Insurance Settlement (1)	\$ 18,750.00	
Less - Termination Value (2)	-\$ 24,357.76	
Surplus from Vehicle Sale [(1) - (2) if positive; zero if negative]	\$	0.00 A

Part B. Early Excess Mileage and Wear Charges

If there is a Loss from Vehicle Sale, you may also owe an early excess mileage and wear charge. This charge is the lesser of the Loss from Vehicle Sale or the Total Excess Mileage and Wear Charge:

Excess Mileage Charge		
(0 miles at \$ 0.15 per mile)	+\$	0.00
Add - Excess Wear (None)	+\$	0.00
Total Excess Mileage and Wear Charge (3)	\$	0.00
Loss from Vehicle Sale [if (1)-(2) is negative] (4)	\$	5,607.76
Early Excess Mileage and Wear Charge [Lesser of (3) or (4)]	\$	0.00 B

LAWRENCE WHISTLER

Page 2

October 11, 2001

340-2968-11127

Part C. Other Amounts Owed

Past Due Monthly Payments (Incl. Sales Tax, etc.)	\$	600.58	
Add - Unpaid Fees and Taxes	+\$	0.00	
Add - Cost of retaking and/or storing the vehicle (Includes Attorney's Fees of \$0.00)	+\$	0.00	
Add - Unpaid Late Charges and Extension Fees	+\$	0.00	
Add - Sales and Use Taxes			
on Excess Mileage and Wear Charges	+\$	0.00	
Add - Other Charges (None)	+\$	0.00	
Other Amounts Owed			\$ 600.58 C

A balance of \$599.16 is due. If you have any questions, please contact our office at 800-551-5377.

Very truly yours,

SMARTLEASE Department

* Note: The amount listed above for Other Funds Received can include any of the following amounts: additional security deposit, past due rentals paid, insurance refund, odometer refund, anticipated payments, prepaid excess depreciation, prepaid excess odometer, or prepaid insurance deductible.

JJM

GDEF3 (Rev. 06/88)

GMAC SmartLEASE® Agreement — Monthly Payment

LESSEE (and CO-LESSEE) ("You") name and address, including county

LAWRENCE WHISTLER
425 RED JACKET WAY, FULTON
ALPHARETTA GA 30005

LESSOR (Retailer)

808 DAVIS POINT/OLDS/GMC TRUCK
11225 ALPHARETTA HWY
ROSWELL GA 30076

This is an agreement to lease a vehicle. This is not a purchase agreement. You are not buying the vehicle. By signing this lease, you agree to everything on the front and back. "We," "us," and "our" refer to Lessor named above and any assignee. An "assignee" is a person to whom this lease is assigned (if it is assigned).

THE VEHICLE YOU ARE LEASING

New/Used	Year	Make & Model	Body Style	Vehicle ID#	Mileage	Primary Use
NEW	1999	GMC SUBURBAN	TRK 2HD 15	36KEC16R0XG523196	485	<input checked="" type="checkbox"/> Personal, Family or Household <input type="checkbox"/> Business or Agricultural
Dealer Installed Options: N/A						

TERMS AND CONDITIONS OF LEASING

Amount Due at Lease Signing or Delivery (Itemized Below)*	Monthly Payments	Other Charges (not part of your monthly payment)	Total of Payments
\$ 890.58	Your first monthly payment of \$ 600.58 is due on 01/08/99, followed by 35 payments of \$ 600.58 due on the 8th of each month. The total of your monthly payments is \$ 21620.88.	Disposition fee (if you do not purchase the vehicle) \$ N/A Total \$ N/A	(The amount you will have paid by the end of the lease.) \$ 21910.88

Amount Due at Lease Signing or Delivery:

Capitalized cost reduction	\$ 20.00	Net trade-in allowance	\$ 20.00
First monthly payment	\$ 600.58	Rebates and noncash credits	\$ N/A
Refundable security deposit	\$ N/A	Amount to be paid in cash	\$ 870.58
Title fees	\$ 18.00		
Registration fees	\$ N/A		
Sales/use tax	\$ N/A		
OTHER UPFRONT FEES	\$ 252.00		
Total	\$ 890.58		

Itemization of Amount Due at Lease Signing or Delivery

How the Amount Due at Lease Signing or Delivery will be paid:

Net trade-in allowance	\$ 20.00
Rebates and noncash credits	\$ N/A
Amount to be paid in cash	\$ 870.58
Total	\$ 890.58

Your monthly payment is determined as shown below:

Gross capitalized cost. The agreed upon value of the vehicle (\$ 36700.00) and any items you pay for over the lease term (such as service contracts, insurance, and any outstanding prior credit or lease balance)	\$ 37100.00
Capitalized cost reduction. The amount of any net trade-in allowance, rebate, noncash credit, or cash you pay that reduces the gross capitalized cost	\$ 20.00
Adjusted capitalized cost. The amount used in calculating your base monthly payment	\$ 37080.00
Residual value. The value of the vehicle at the end of the lease used in calculating your base monthly payment	\$ 24357.76
Depreciation and any amortized amounts. The amount charged for the vehicle's decline in value through normal use and for other items paid over the lease term	\$ 12722.24
Rent charge. The amount charged in addition to the depreciation and any amortized amounts	\$ 7484.20
Total of base monthly payments. The depreciation and any amortized amounts plus the rent charge	\$ 20206.44
Lease term. The number of months in your lease	36
Base monthly payment	\$ 561.29
Monthly sales/use tax (estimated)	\$ 39.29
N/A	\$ N/A
Total monthly payment	\$ 600.58

Total monthly payment.....

+ \$ N/A
= \$ 600.58

Early Termination. You may have to pay a substantial charge if you end this lease early. The charge may be up to several thousand dollars. The actual charge will depend on when the lease is terminated. The earlier you end the lease, the greater this charge is likely to be.

Excessive Wear and Use. You may be charged for excessive wear based on our standards for normal use and for mileage in excess of 15000 miles per year at the rate of \$ 1.15 per mile. **Purchase Option at End of Lease Term.** You have an option to buy the vehicle at the end of the lease term for \$ 24357.76, plus official fees and taxes. **Other Important Terms.** See your lease documents for additional information on early termination, purchase options and maintenance responsibilities, warranties, late and default charges, and insurance.

1. ITEMIZATION OF GROSS CAPITALIZED COST.

Agreed upon value of the vehicle.....	\$ <u>36700.00</u>
GMAC administrative fee.....	+ \$ <u>400.00</u>
License/registration/title fees.....	+ \$ <u>N/A</u>
Sales tax.....	+ \$ <u>N/A</u>
Other tax (describe) <u>N/A</u>	+ \$ <u>N/A</u>
Optional service contract.....	+ \$ <u>N/A</u>
Optional life insurance.....	+ \$ <u>N/A</u>
Optional disability insurance.....	+ \$ <u>N/A</u>
<u>N/A</u>	+ \$ <u>N/A</u>
<u>N/A</u>	+ \$ <u>N/A</u>
Gross Capitalized Cost.....	= \$ <u>37100.00</u>

2. THE VEHICLE YOU ARE TRADING. 1995 ISUZU RODEO

(year) (make) (model)

Gross trade-in value.....	\$ <u>10350.00</u>
Payoff.....	\$ <u>10330.00</u>
Net trade-in value.....	= \$ <u>20.00</u>

3. OFFICIAL FEES AND TAXES. You will pay all government license, title, registration, testing, and inspection fees for the vehicle. You will pay all taxes on the lease or the vehicle that the government levies on you, the vehicle, or us (except our net income taxes). We may change your monthly payment if taxes change. We may bill you separately for official fees and taxes.

TOTAL ESTIMATED FEES AND TAXES YOU MUST PAY DURING LEASE.....

Title fees.....	\$ <u>2449.44</u>
Registration fees.....	\$ <u>18.00</u>
License fees.....	\$ <u>N/A</u>
Sales/use taxes (including tax on capitalized cost reduction).....	\$ <u>1414.44</u>
Excise taxes.....	\$ <u>N/A</u>
Personal property taxes <u>ADVALOREM</u>	\$ <u>765.00</u>
Other (describe) <u>OTHER FEES</u>	\$ <u>252.00</u>

4. LATE CHARGE. If you do not pay a monthly payment in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

5. EXCESS MILEAGE CHARGE.

The total allowed mileage on the odometer at lease end is:

Starting odometer mileage.....	<u>485</u> miles
Base mileage allowance.....	+ <u>45000</u> miles
Purchased extra miles.....	+ <u>N/A</u> miles
Total allowed mileage.....	= <u>45485</u> miles

You are paying \$ N/A for extra miles. At scheduled lease end, we will credit you with \$ N/A per mile for each unused extra mile you purchased. There will be no credit if the

7. OPTIONAL LIFE AND DISABILITY INSURANCE. We do not require you to purchase life or disability insurance. If you sign below, we will try to get the coverage(s) checked for the lease term. We will include the premium in your base monthly payment. A notice of the insurance policy will be signed this lease describes the coverage(s). The insurance may not cover some and does amounts due besides the base monthly payment.

Insurer Name N/A
Address N/A

☐ Life Insurance (☐ Lessee ☐ Co-Lessee ☐ Both) Premium \$ N/A
☐ Disability Insurance (Lessee Only) Coverage Limit \$ N/A
Premium \$ N/A

Lessee's Signature N/A Monthly Coverage Limit \$ N/A
Co-Lessee's Signature N/A Age N/A

8. WARRANTY AND EXCLUSION OF WARRANTY. You have the benefit of any warranty checked below.

☒ Standard manufacturer's warranty

Warranty papers that are separate from this lease state any coverage limits. We are giving you a warranty that the vehicle conforms to the description in this lease. **THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE. WE MAKE NO IMPLIED WARRANTY OF MERCHANTABILITY. THERE IS NO WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE.**

9. OPTIONAL SERVICE OR MAINTENANCE CONTRACT.

Name N/A
Term N/A months, N/A miles.

If you are buying a service or maintenance contract now, you may pay for it at lease signing. If you do not, the price will be in the capitalized cost, and you will pay rent charges on the price.

10. ASSIGNMENT BY LESSOR.

☒ If this box is checked, Lessor (Retailer) will assign this lease and sell the vehicle to General Motors Acceptance Corporation ("GMAC").

☐ If this box is checked, GMAC helped to arrange this lease and Lessor (Retailer) will assign it and sell the vehicle to Central Originating Lease Trust.

☐ If this box is checked, Lessor (Retailer) will assign this lease and sell the vehicle to N/A.

☐ If this box is checked, Lessor (Retailer) intends not to assign this lease.

The assignee may designate Vehicle Asset Universal Leasing Trust, or its trustee, as agent to hold title for the benefit of the assignee on the vehicle's certificate of title and/or registration.

The sale and assignment will not be considered to change materially, in any way, the burden of

Gross trade-in value \$ 10350.00
 Payoff \$ 10330.00
 Net trade-in value = \$ 20.00

3. OFFICIAL FEES AND TAXES. You will pay all government license, title, registration, testing, and inspection fees for the vehicle. You will pay all taxes on the lease or the vehicle that the government levies on you, the vehicle, or us (except our net income taxes). We may change your monthly payment if taxes change. We may bill you separately for official fees and taxes.

TOTAL ESTIMATED FEES AND TAXES YOU MUST PAY DURING LEASE

Title fees \$ 2449.44
 Registration fees \$ 18.00
 License fees \$ N/A
 Sales/use taxes (including tax on capitalized cost reduction) \$ 1414.44
 Excise taxes \$ N/A
 Personal property taxes \$ 765.00
 Other (describe) OTHER FEES \$ 252.00

4. LATE CHARGE. If you do not pay a monthly payment in full within 10 days after it is due, you will pay a late charge of 5% of the part of the payment that is late.

5. EXCESS MILEAGE CHARGE. The total allowed mileage on the odometer at lease end is:

Starting odometer mileage 485 miles
 Base mileage allowance + 4500 miles
 Purchased extra miles + N/A miles
 Total allowed mileage = 45485 miles

You are paying \$ N/A for extra miles. At scheduled lease end, we will credit you with \$ N/A per mile for each unused extra mile you purchased. There will be no credit if the lease ends early, you buy the vehicle, or the vehicle is a total loss.

The excess mileage charge is \$ 15 per mile for each mile beyond 45485 miles. If the lease ends early, any excess mileage and wear charge will not be more than residual value minus the vehicle sale price. There is no excess mileage charge if you buy the vehicle.

6. CHARGE FOR FINES. If the government places a fine on the vehicle and you do not pay it promptly, we may pay it. Each time we pay a fine, you will pay us the fine plus \$20.

THIS IS THE ENTIRE AGREEMENT. This lease contains the entire agreement between you and us relating to the lease of the vehicle. Any change to the terms of this lease must be in writing and signed by both of us. No oral changes are binding. We may delay or refrain from enforcing any of our rights under this lease without losing them. Lessee (and Co-Lessee) initials

NOTICE TO LESSEE. 1. DO NOT SIGN THIS AGREEMENT BEFORE YOU READ IT. 2. YOU ARE ENTITLED TO A COPY OF THIS AGREEMENT.

YOU SIGNED THIS AGREEMENT AND RECEIVED A COPY AT

ROSMELL

(city)

GA

(state)

ON

01

(month)

08

(day)

99

(year)

LESSEE:

BY:

LESSOR: BOB DAVIS PONTIAC/GMC TRUCK

BY:

CO-LESSEE:

TITLE:

Lessor assigns all right, title, and interest in this lease to the party identified in this lease as the intended assignee, under the terms of the lease plan dealer agreement as in effect from time to time with the assignee (the "Dealer Agreement"). Lessor also assigns all right, title, and interest in the leased vehicle to the party identified in this lease as the intended assignee, or its assignee, under the terms of the Dealer Agreement.

BOB DAVIS PONTIAC/GMC TRUCK

LESSOR:

BY:

TITLE:

8. WARRANTY AND EXCLUSION OF WARRANTY. You have the benefit of any warranty checked below.

☒ Standard manufacturer's warranty

Warranty papers that are separate from this lease state any coverage limits. We are giving you a warranty that the vehicle conforms to the description in this lease.

THERE ARE NO OTHER EXPRESS WARRANTIES ON THE VEHICLE. WE MAKE NO IMPLIED WARRANTY OF MERCHANTABILITY. THERE IS NO WARRANTY THAT THE VEHICLE IS FIT FOR A PARTICULAR PURPOSE.

9. OPTIONAL SERVICE OR MAINTENANCE CONTRACT.

Name N/A
 Term N/A months, N/A miles.

If you are buying a service or maintenance contract now, you may pay for it at lease starting. If you do not, the price will be in the capitalized cost, and you will pay rent charges on the price.

10. ASSIGNMENT BY LESSOR.

☒ If this box is checked, Lessor (Retailer) will assign this lease and sell the vehicle to General Motors Acceptance Corporation ("GMAC").

☐ If this box is checked, GMAC helped to arrange this lease and Lessor (Retailer) will assign it and sell the vehicle to Central Originating Lease Trust.

☒ If this box is checked, Lessor (Retailer) will assign this lease and sell the vehicle to

☐ If this box is checked, Lessor (Retailer) intends not to assign this lease.

The assignee may designate Vehicle Asset Universal Leasing Trust, or its assignee, as agent to hold title for the benefit of the assignee on the vehicle's certificate of title and/or registration.

The sale and assignment will not be considered to change materially your duties, burden, or risk under this lease. Neither the assignee nor Vehicle Asset Universal Leasing Trust will have to make any repairs to the vehicle, get any insurance, or perform any service Lessor has agreed to perform under this lease. You will look only to Lessor for these services.

After assignment, GMAC will service this lease. If GMAC is the assignee or if GMAC helped to arrange this lease, you must then make all payments to GMAC (for its or the assignee's account) or as otherwise directed. If we assign this lease, you will not receive notice of assignment.

INSURANCE AND MAINTENANCE OF THE VEHICLE

11. MAINTENANCE, REPAIRS, OPERATING EXPENSES, AND DAMAGE. You must insure the vehicle through liability and collision insurance. The policies must not exclude or restrict coverage for damage to the vehicle. The policies must allow you to drive the vehicle without a driver's license. The policies must show any additional insureds and loss payees that we require. You must give us proof of insurance when we ask. We require no other insurance.

12. LIABILITY INSURANCE. (a) cover up to \$20,000 for property damage, \$100,000 for bodily injury to any one person, and \$100,000 for bodily injury to any one accident, or (b) have a combined single limit of \$300,000 for bodily injuries and property damage for any one accident. Physical damage insurance must have deductibles of no more than \$500 for collision and upset loss and \$500 for comprehensive fire and theft loss.

For trucks of 10,000 lbs. GVW or more, liability insurance must have a combined single limit of \$1,000,000 (\$5,000,000 in CT, GA, PA, RI, and VT) for bodily injuries and property damage for any one accident. The deductibles must not be more than \$1,000.

If you move to a new state, we will require coverage amounts in keeping with our requirements for the new state. We now estimate that those amounts will be the same as those in this lease, but they may be higher.

12. USE. You will not

- use the vehicle illegally, improperly, for hire, or as a public conveyance.
- use the vehicle in a way that your insurance policy prohibits.
- remove the vehicle from the United States, except for trips to Canada of under 60 days.
- move the vehicle to another state for more than 30 days without telling us.
- change the vehicle without our written consent.
- expose the vehicle to seizure, confiscation, forfeiture, or other involuntary transfer.

You will not let anyone else do any of these things.

WHEN THE LEASE ENDS

16. SCHEDULED END. This lease is scheduled to end one month after the last payment is due.

17. EARLY END. You may end this lease anytime. We may end this lease if you are in default or if the vehicle is a total loss.

18. DEFAULT.

You will be in default if any of these things happens:

- You do not pay on time.
- You made a material misrepresentation when you applied for this lease.
- You start a bankruptcy, receivership, or insolvency proceeding or one is started against you or your property.
- You break any other agreement in this lease.
- You do anything the law says is in default.

WHEN YOU OWN THE VEHICLE

19. VEHICLE RETURN. At lease end, you will return the vehicle (including any dealer-installed options you do not buy outright) to any reasonable place we tell you, unless you buy the vehicle.

20. OPTION TO BUY THE VEHICLE. You have an option to buy the vehicle only at scheduled lease end. See the front for the price. You must also pay any related official fees and taxes.

WHAT YOU OWN WHEN THE LEASE ENDS

22. WHAT YOU OWN AT SCHEDULED END.

(a) IF YOU BUY THE VEHICLE: If you have paid us and kept your agreements, you will own us nothing more.

(b) IF YOU DO NOT BUY THE VEHICLE: If you have kept your agreements, you will own us nothing more.

13. MAINTENANCE, REPAIRS, OPERATING EXPENSES, AND DAMAGE. You will maintain and repair the vehicle to keep it in good condition. You will pay all maintenance, repair, and operating expenses, including gas and oil. If the odometer stops working, you must fix it immediately. You will service the vehicle as the manufacturer recommends. You will follow the manufacturer's instructions in any recall. If you don't do these things, we may do them. You will owe us our cost if we do.

When you take possession of the vehicle, you take on the risks of loss of the vehicle and of damage to it. If the vehicle is damaged, stolen, or destroyed and money becomes available from insurance, a judgment, a settlement, or the like, we will treat the money as an insurance settlement. We and/or Vehicle Asset Universal Leasing Trust will be entitled to this money. If the lease ends in connection with our receipt of the money, we will treat the money as sale proceeds.

14. EXCESS WEAR. Excess wear is wear that is beyond normal wear and tear. Excess wear includes: (a) glass that is damaged or that you break; (b) a damaged or corroded body, trim, frame, crossmember, suspension, engine, powertrain, or other mechanical part; (c) damaged paint; (d) a torn, damaged, or stained interior or trunkliner; (e) missing equipment that was in or on the vehicle when delivered and not replaced with equipment of equal quality and design (including a missing wheel, wheel cover, jack, or wheel wrench); (f) a tire (including spare) that is unsafe, is not the size and type the manufacturer recommends, is recycled or a snow tire, or has less than 1/8 inch of tread left at the shallowest point; (g) a damaged or worn brake that does not meet government safety standards; (h) oil leaks or low oil pressure; (i) a malfunctioning electrical system, battery, or lights; (j) any other condition that makes the vehicle run in a noisy, rough, improper, unsafe, or unlawful way; and (k) any other damage, whether or not insurance covers it.

15. LIENS. You will keep the vehicle free of liens unless we agree to them. If you do not remove any liens, we may do so. You will pay us any amount we pay to do so.

If you are in default, we may:

- End the lease and require you to pay the early end charge.
- Make the vehicle from you without demand. If the law permits, we may go on your property to take the vehicle.
- Sue you for damages and to get the vehicle back.
- Pursue any other remedy the law gives us.

We will exercise our rights without breach of the peace, at reasonable times and places, in a reasonable way, as the law permits. We may take and store any personal items that are in the vehicle. If you do not ask for these items back, we may dispose of them as the law allows. You will pay our reasonable expenses of taking these actions as the law allows. These expenses may include expenses of taking and storing the vehicle and attorney's fees and court costs.

21. ODOMETER DISCREPANCY. Federal law requires you to tell us the vehicle's mileage in connection with a transfer of vehicle ownership. You may be fined and/or imprisoned if you do not complete the disclosure or if you make a false statement.

Definition of Surplus: Unless you get an appraisal or gap protection applied, we will sell the vehicle at wholesale in a commercially reasonable way. If we sell the vehicle for more than residual value, the excess will be the surplus. If we sell the vehicle for less than residual value or less, the surplus will be zero.

02 MAR 18 PM 3:01
W. YVONNE EVANS
CLERK
BY _____
DEPUTY CLERK

TCSI 001 CODE IHB ACCT 4428561200601398

CYCLE 28 AGENT 5406

(12 MONTH HISTORY) ::

SCREEN SELECTION (1 2 3 4)

=> WHISTLER KATHLE

	CURRENT	(01) 02/27/02	(02) 02/13/02	(03) 01/14/02	(04) 12/14/01
PAYMENT	0	0	0	0	0
073001	.00	.00	.00	.00	.00
MIN PYMT	.00	9,773.00	9,773.00	7,993.00	6,215.00
PURCHASE	0	0	0	0	0
032901	.00	.00	.00	.00	.00
CASH ADV	0	0	0	0	0
031301	.00	.00	.00	.00	.00
CREDITS	0	0	0	0	0
072595	.00	.00	.00	.00	.00
MISC CHG	0	0	0	0	0
	.00	.00	.00	.00	.00
INS FEE	.00	.00	.00	.00	.00
LATE CHG	.00	.00	.00	29.00	29.00
OVRL FEE	.00	.00	.00	.00	.00
PURC F/C	421.88	.00	.00	78.01	71.17
CASH F/C	2,688.38	.00	.00	468.04	430.03
LIMIT	25,500.00	25,500.00	25,500.00	25,500.00	25,500.00
BALANCE	29,669.16	29,669.16	29,669.16	29,669.16	29,094.11

FORM B10 (Official Form 10)(4/01)

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIAName of Debtor
Lawrence Whistler
Katherine WhistlerCase Number
02-91266 swc
Chapter 13CLERK'S OFFICE
BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA

02 MAR 18 PM 3:23

Name of Creditor (The person or other entity to whom the debtor owes money or property):

Jacobson

Name and Address where notices should be sent:

Jacobson
PO Box 768
Jackson, MI 49204-0768

- ☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
- ☐ Check box if you have never received any notices from the bankruptcy court in this case.
- ☐ Check box if the address differs from the address on the envelope sent to you by the court.

THIS SPACE IS FOR COURT USE ONLY

Telephone Number: 1-800-837-7544

Account or other number by which creditor identifies debtor:

1084-974-231

Check here if ☐ replaces ☐ amends a previously filed claim, dated _____

1. Basis for Claim

- ☒ Goods sold
- ☐ Services performed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☐ Other _____

- ☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
- ☐ Wages, salaries, and compensation (fill out below)
- Your SS #: _____
- Unpaid compensation for services performed from _____ to _____ (date) (date)

2. Date debt was incurred: 10/00 - 10/01

3. If court judgment, date obtained:

4. Total Amount of Claim at Time Case Filed:

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.

☐ Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

- ☐ Real Estate ☐ Motor Vehicle
- ☐ Other _____

Value of Collateral: \$ _____

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____

6. Unsecured Priority Claim.

☐ Check this box if you have an unsecured priority claim

Amount entitled to priority \$ _____

Specify the priority of the claim:

- ☐ Wages, salaries, or commissions (up to \$4,650)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
- ☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
- ☐ Up to \$2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
- ☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
- ☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- ☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____).

*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

THIS SPACE IS FOR COURT USE ONLY

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9. Necessary Copies For Filing: You are required to file, with the Clerk's Office only, the original plus one copy of this proof of claim form.

10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy (in addition to the copy required in item 9) of this proof of claim.

Date

3-12-02

Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

Alice Ormsby
Collection Mgr

Failure to include a duplicate of your claim may delay the processing of your claim.

Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.



B10(Official Form 10)
(Rev. 6/91)

United States Bankruptcy Court		PROOF OF CLAIM	
NORTHERN District of GEORGIA		CHAPTER 13	
In re (Name of Debtor) WHISTLER, LAWRENCE & KATHERINE		Case Number 02-91266 SWC	
NOTE: This form should not be used to make a claim for an administrative expense arising after commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to U.S.C. § 503.			
Name of Creditor (The person or entity to whom the debtor owes money or property) KOHL'S DEPARTMENT STORE		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statements giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and Addresses Where Notices Should be Sent KOHL'S DEPARTMENT STORE P. O. BOX 740933 DALLAS, TX 75374			
Telephone No. (972) 644-1127			
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 0317029395		Check here if this claim: <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends _____	
1. BASIS FOR CLAIM: <input checked="" type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other (Describe briefly) _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your social security number _____ Unpaid compensations for services performed from _____ to _____ (date)			
2. DATE DEBT WAS INCURRED:		3. IF COURT JUDGMENT, DATE OBTAINED:	
4. CLASSIFICATION OF CLAIM: Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured Nonpriority (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM.			
<input type="checkbox"/> SECURED CLAIM \$ _____ Attach evidence of perfection of security interest Brief description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) _____ Amount of arrearage and other charges included in secured claim above, if any \$ _____ <input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ 1,010.47 A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim, or to the extent that the value of such property is less than the amount of the claim.		<input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim <input type="checkbox"/> Wages, salaries, or commissions (up to \$2000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier--11 U.S.C. § 507(a)(4) <input type="checkbox"/> Contributions to an employee benefit plan--U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$900 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use--11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of government units-- 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Other--11 U.S.C. § 507(a)(2),(a)(5)-Describe briefly) _____	
5. TOTAL AMOUNT OF \$ 1,010.47		\$ 1,010.47 CLAIM AT THE TIME (Unsecured) (Secured) (Priority) (Total)	
<input type="checkbox"/> Check this box if claim includes prepetition charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.			
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.		THIS SPACE IS FOR COURT USE ONLY	
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
Date 03/12/02	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power attorney, if any) P. B. MASON - AGENT		

1092589

Penalty for presenting fraudulent claim: fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. § 152 and 3571.

SC8820/1 02/27/2002 KOP'S ACCOUNT STATUS DISPLAY 02/28/2002 08:18 ID: KDD
 Acct : 0317029395 52 Cycle : 90 Bi: 01/20/2002 Due: 02/ /2002 MVC: Y VIP: N
 St/Lc: 90 600 WRITE-OFF ATTORNEY 1 Op: 03/10/2001 Closed: 12/20/2001 Ins: N
 Name1: KATHLEEN A WHISTLER Home: 770 750 - 0078 Pull: 0004 KDD
 Name2: LARRY D WHISTLER Bus1: - ASer: - 203 09/01
 Addr : 425 RED JACKET WAY Srce: J 00000001 Emp: NSer: 686 03/01
 R : Y C/S : Rstr:
 : ALPHARETTA GA 300054246 AdChg: 02/14/2002 :
 Instr: PRMENT RCV BNK CHPT 13 02-91266 2-4-02 :
 Pymnt H: 5432SNMLN- Dun H: 5432110010
 Last Stmt Curr Stmt Auths Last Reage:
 Prv Bal: 984.80 1010.47 Avl Credit: -920.47
 Pur/Adv: Disputes :
 Returns: Last Pymnt: 31.00 08/24/2001
 Fee/Int: 25.67 10.00 Cr Lmt E : 100 5% 11/20/2001
 Cr/Dr : Limit Ext :
 Pymnts : MVC Pur :
 Cls Bal: 1010.47 1020.47 1020.47 Issued Cards Cnt Sts Issue date
 Min Due: 50.00 Min Non-Dl: 50.00 031702939502 1 100 07/21/2001
 OverDue: 219.00 Min Deals : 031702939503 1 100 07/21/2001
 Ttl Due: 269.00 Interest : 031702939500 1 106 03/10/2001
 Avd FC : 1010.47 Ttl Due : 269.00 031702939501 1 106 03/10/2001
 ACCTS4 PF1=Read PF5=Hist PF6=Updte PF7=Comment
 Record read OK

UNITED STATES BANKRUPTCY COURT NORTH DISTRICT OF GEORGIA	
Name of Debtor Lawrence Whistler Katherine Whistler	Case Number 02-91266 swc Chapter 13
Name of Creditor (The person or other entity to whom the debtor owes money or property): CitiFinancial Name and Address where notices should be sent: CitiFinancial 2650 Dallas Highway Suite 160 Marietta, GA 30064-7506 Telephone Number:	<div style="text-align: right;"> FILED IN U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF GEORGIA 02-91266 13-47 </div> <div style="text-align: center;">   This Space for Court Use Only DEPUTY CLERK </div> <div style="padding-top: 10px;"> <input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court. </div>
Account or other number by which creditor identifies debtor: <u>202812</u>	Check here if <input type="checkbox"/> replaces <input type="checkbox"/> amends <input type="checkbox"/> a previously filed claim, dated _____ this claim
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other	<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS #: _____ Unpaid compensation for services performed from _____ to _____ (date) (date)
2. Date debt was incurred: <u>7-7-00</u>	3. If court judgment, date obtained:
4. Total Amount of Claim at Time Case Filed: <u>\$ 89,005.44</u> If all or part of your claim is secured or entitled to priority, also complete item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.	
5. Secured Claim. <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ <u>300,000</u> Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ <u>5,512.00</u>	6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4,650)* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$ 2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). *Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9. Necessary Copies For Filing: You are required to file, with the Clerk's Office only, the original plus one copy of this proof of claim form. 10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy (in addition to the copy required in item 9) of this proof of claim.	
Date <u>3-6-02</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <u>Kathy Bradford assistant manager KATHY BRADFORD</u>
Failure to include a duplicate of your claim may delay the processing of your claim. Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.	

DISCLOSURE STATEMENT

GEORGIA
1ST & 2ND MORTGAGE

BORROWER (Called "you" or "your") WHISTLER, LARRY D 425 RED JACKET WAY ALPHARETTA GA 30005-4246	LENDER (Called "we" or "us") ASSOCIATES FINANCIAL SERVICES OF AMERICA, INC 2650 DALLAS HWY SUITE 160 MARIETTA GA 30064
CO-BORROWER:	

DATE OF LOAN 07/07/00	ACCOUNT NUMBER 0304888
-------------------------------------	--------------------------------------

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 14.32%	FINANCE CHARGE The dollar amount the credit will cost you. \$ 71040.83	Amount Financed The amount of credit provided to you or on your behalf. \$ 80061.80	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$ 151102.68
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Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
1	\$ 1348.32	08/15/00
119	\$ 1258.44	Monthly, beginning 09/15/00
000	\$.00	Monthly, beginning 00/00/00
000	\$.00	Monthly, beginning 00/00/00
000	\$.00	00/00/00

VARIABLE RATE: If this is a variable interest rate loan, this transaction has a variable rate feature for which variable rate disclosures have been provided earlier.

LATE CHARGE: If a payment is more than 10 days late, you will be charged 5% of the payment, but not more than \$25.00. However, if this is a Discounted Fixed Rate or Variable Rate loan, this late charge will not be assessed unless your payment is more than 15 days late.

PREPAYMENT: If you pay off early, you ☒ may ☐ will not have to pay a penalty. You may be entitled to a rebate of part of the Prepaid Finance Charge.

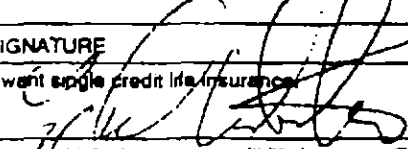
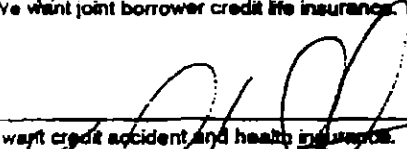
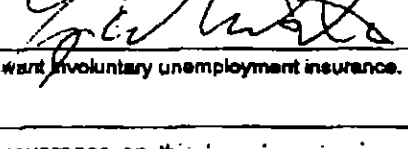
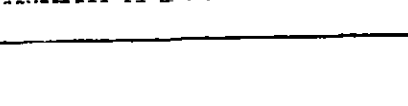
SECURITY: ☒ You are giving a security interest in your real estate located at: 425 RED JACKET WAY ALPHARETTA GA
☐ You are giving a security interest in the real estate being purchased and which is located at: _____

ASSUMPTION: If this loan is a purchase money transaction, someone buying your home may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms.

See your contract documents for additional information about non-payment default, any required repayment of your indebtedness in full before the scheduled date, prepayment refunds and security interests.

INSURANCE:

Credit insurance is not required to obtain this loan and will not be provided unless you sign below. Insurance provided by the Creditor may be issued by an affiliated company which expects to profit from the insurance.

TYPE	TERM OF INSURANCE	PREMIUM	SIGNATURE
Single Credit Life Insurance	<u>120</u> months, beginning on the Effective Date of Insurance	\$ 2035.80	<u>I want single credit life insurance.</u> 
Joint Borrower Credit Life Insurance	<u> </u> months, beginning on the Effective Date of Insurance	\$.00	<u>We want joint borrower credit life insurance.</u> 
Credit Accident and Health Insurance	<u>036</u> months, beginning on the Effective Date of Insurance	\$ 1026.00	<u>I want credit accident and health insurance.</u> 
Involuntary Unemployment Insurance	<u> </u> months, beginning on the Effective Date of Insurance	\$.00	<u>I want involuntary unemployment insurance.</u> 

CANCELLATION OPTION: You may cancel all but not part of the credit insurance coverage as follows:

...may cancel any part of, the credit insurance coverages on this loan by returning the credit insurance certificates to the office where the loan was made. The unearned credit insurance premium will be credited to your account. If cancellation occurs within 15 days from the effective date, the entire credit insurance premium will be credited to your account. Even though a credit is made to your account because the credit insurance is cancelled, you will still be obligated to continue making payments on your loan as scheduled.

NOTICE: SEE OTHER SIDE FOR ADDITIONAL PROVISIONS.

have received a copy of this statement.

BORROWER

DATE

7-7-00

BORROWER

DATE

55802 REV. 2-00

<input checked="" type="checkbox"/>	ORIGINAL (1)
<input type="checkbox"/>	BORROWER COPY (1)
<input type="checkbox"/>	CO-BORROWER COPY (1)

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ITEMIZATION OF AMOUNT FINANCED (Sum of A, B & C) \$ 40061.80

A. AMOUNT GIVEN TO YOU DIRECTLY: \$ 3,500.00 B. AMOUNT PAID ON YOUR ACCOUNT (NO. 0128404) \$ 3988.51
 Check No. \$ 3,500.00

C. AMOUNTS PAID TO OTHERS ON YOUR BEHALF

<u>BANK OF AMERICA</u>	<u>016195</u>	\$ <u>28,772.23</u>	To Insurance Co. for Credit Life	\$ <u>2035.80</u>
<u>PROVIDIAN VISA</u>	<u>016196</u>	\$ <u>3,508.34</u>	To Insurance Co. for Credit Accident & Health	\$ <u>1026.00</u>
<u>CITI GOLD</u>	<u>016197</u>	\$ <u>9452.54</u>	To Insurance Co. for Involuntary Unemployment	
<u>AM SOUTH</u>	<u>016198</u>	\$ <u>4783.88</u>	Insurance	\$ <u>0.00</u>
<u>AMERICAN EXPRESS</u>	<u>016199</u>	\$ <u>2958.00</u>	Georgia Residential Mortgage Act Per Loan Fee	\$ <u>6.50</u>
<u>HOME DEPOT</u>	<u>016200</u>	\$ <u>1694.00</u>	Filing Fee	\$ <u>14.00</u>
		\$ <u>0.00</u>	Releasing Fee/Prior Mortgage	\$ <u>0.00</u>
		\$ <u>0.00</u>	Intangible Tax	\$ <u>258.00</u>
		\$ <u>0.00</u>	Fees for Real Estate Transaction:	
		\$ <u>0.00</u>	To Appraiser	\$ <u>290.00</u>
		\$ <u>0.00</u>	To	
		\$ <u>0.00</u>	for Abstract	\$ <u>0.00</u>
		\$ <u>0.00</u>	To <u>ENTERRA</u>	
		\$ <u>0.00</u>	for Title Examination	\$ <u>225.00</u>
		\$ <u>0.00</u>	To Insurance Co. for Title Insurance	\$ <u>209.00</u>
		\$ <u>0.00</u>	To	
		\$ <u>0.00</u>	for Survey	\$ <u>0.00</u>
		\$ <u>0.00</u>	To Credit Reporting Agency	\$ <u>0.00</u>
		\$ <u>0.00</u>	To <u>ASSOCIATES FINANCIAL SERVICE</u>	
		\$ <u>0.00</u>	for Preparation of Documents	\$ <u>6.50</u>

D. PREPAID FINANCE CHARGE (not part of "Amount Financed"):

Broker Fee Paid by Borrower	\$ <u>0.00</u>	(1)
Closing Fee	\$ <u>0.00</u>	(2)
Loan Fee	\$ <u>5604.32</u>	(3)
TOTAL PREPAID FINANCE CHARGE	\$ <u>5604.32</u>	(1)+(2)+(3)

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LENDER:

Loan Agreement (SECURITY AGREEMENT)

 GEORGIA
1ST & 2ND MORTGAGE

 ASSOCIATES FINANCIAL SERVICES OF
AMERICA, INC

2610 2650 DALLAS HWY SUITE 160 MARIETTA GA

ANCH COOK STREET ADDRESS CITY AND STATE

COUNT NUMBER	DATE	LOAN DATE	FINAL PAYMENT DATE	FINANCIAL INSTITUTION	FINANCE CHARGE
304888	15	07/07/00	07/15/10	\$5.00	
Borrower		PRINCIPAL	CLOSING FEE	LOAN FEE	INTEREST
HISTLER, LARRY D		1002.50	0.00	5604.32	65436.56
25 RED JACKET WAY		CREDIT LIFE INS. FEE	CREDIT LIFE INS. FEE	TOTAL OF PAYMENTS (B)-F:	
LPHARETTA		2035.80	1026.00	80061.80	
A 30005-4246		AMOUNT FINANCED (B)	AMOUNT FINANCED (B)	TOTAL OF PAYMENTS (B)-F:	
		\$5.00	55666.12	151102.68	
CO-BORROWER (SPOUSE)		CO-BORROWER (SPOUSE)		FIRST PAYMENT DATE	
				08/15/00	

"I", "me" and "my" refer to the Borrower(s) and Co-Borrower(s) named above. "You" and "your" refer to the lender named above.

PAYMENT I promise to pay you at your office, the principal balance together with interest figured at the Agreed Rate of Interest checked below until fully paid.

I will pay principal and interest by making payments each month. I will make my payments as set forth in the Payment Schedule. Payments will be made every month beginning on the first payment date stated above until the loan is fully paid. If there is no such date in any month that follows, payment will be made on the last day of that month.

My monthly payments will be applied to interest before principal. I shall pay these amounts under this Note on the maturity date. I will pay these amounts in full on that date.

PAYMENT SCHEDULE Monthly Payment(s) in the amount(s) shown below will be due as shown below. (For Variable Rate Loans, this Schedule may change.)

\$ 1348.32 beginning on 08/15/00, followed by \$ 1258.44 beginning on 09/15/00; followed by \$.00 beginning on 00/00/00; followed by \$ 3.00 beginning on 00/00/00; followed by \$.00 on 00/00/00.

WHICH PROVISION APPLIES: Whichever boxes are checked, the corresponding provision applies.

 FIXED RATE: ☒ The Agreed Rate of Interest on my loan is 12.59 % per annum.

 DISCOUNTED RATE: ☐ The Agreed Rate of Interest on my loan is _____ % per annum. However, for the first _____ payment periods of my loan term, the Agreed Rate of Interest will be _____.

 VARIABLE RATE: ☐ THIS IS A VARIABLE INTEREST RATE LOAN AND THE AGREED RATE OF INTEREST WILL INCREASE OR DECREASE WITH CHANGES IN THE INDEX. The index is the "Bank Prime Loan Rate" published in the Federal Reserve Board's Statistical Release H.15. The Agreed Rate of Interest is determined by the sum of the index plus a margin.

CURRENT RATE: The index as of the last business day of _____ is _____ %; my margin is _____ %, therefore my current Agreed Rate of Interest is _____ % per year.

My Agreed Rate of Interest is subject to change when the value of the index changes as set forth below. The rate cannot increase or decrease more than 2% in any year. In no event, however, will the rate ever be less than _____ % per year nor more than _____ % per year.

 MONTHLY RATE CHANGE/ANNUAL PAYMENT CHANGE: ☐ The Agreed Rate of Interest is subject to change the 15th day of every month if the Bank Prime Loan Rate, as of the last business day of the preceding month, has increased or decreased by at least 1/4 of a percentage point from the rate for the previous month. Adjustments in the Agreed Rate of Interest will be given effect by changing the dollar amounts of the remaining monthly payments in the month following the anniversary date of the loan and every 12 months thereafter so that the total amount due under this Loan Agreement will be paid by the final payment date, excluding any balloon payment, if applicable. Lender waives the right to any interest rate increase after the last anniversary date prior to the last payment due date of the loan. The rate will not change before the First Payment Due Date.

 SEMI-ANNUAL RATE CHANGE/SEMI-ANNUAL PAYMENT CHANGE: ☐ The Agreed Rate of Interest is subject to change on the sixth payment due date and every sixth month thereafter if the Bank Prime Loan Rate, as of the last business day of the month preceding the previous month has increased or decreased by at least 1/4 of a percentage point from the rate for the previous six month period. Adjustments in the Agreed Rate of Interest will be given effect by changing the dollar amounts of the remaining monthly payments on the sixth payment due date and every sixth months thereafter so that the total amount due under this Loan Agreement will be paid by the final payment date, excluding any balloon payment, if applicable.

 DISCOUNTED: ☐ However, until my sixth payment due date, my Agreed Rate of Interest will be _____.

RATE (APPLIES
ONLY TO LOANS
SUBJECT TO
SEMI-ANNUAL
CHANGES)

Beginning with my sixth payment due date, my Agreed Rate of Interest is discounted and will be _____ % per year.

Beginning with the sixth payment due date, the Agreed Rate of Interest will be determined by adding the margin to the Index as of the last business day of the month preceding the previous month and my payment will change. Thereafter, the Agreed Rate of Interest and payment will increase or decrease on the twelfth payment due date and every six months thereafter as stated in the paragraph immediately above.

Page 1 of 2

NOTICE: See other side for additional loan terms

☒ ORIGINAL (1)
☐ BORROWER COPY (1)
☐ CO-BORROWER COPY (1)

565907 REV. 2-00

00096A.15

**AFTER
MATURITY
INTEREST**

I agree to pay interest at the Agreed Rate of Interest.

**LATE
CHARGES**

If any payment is more than 10 days past due, I agree to pay a late charge in an amount equal to 5% of the payment, but not more than \$25.00. However, if my loan agreement provides for a Discounted Fixed Rate or a Variable Rate, this late charge will not be assessed unless my payment is more than 15 days late.

DEFAULT

I will be in default if I fail to pay any payment or part of a payment on time or if I default on any of the terms of any security agreement or Deed To Secure Debt which secures my loan.

If I default, you have the right to declare the entire unpaid amount of my loan immediately due and payable without giving me notice of the default or asking me to pay. If this loan agreement is secured by a mobile home, I will be given a notice of right to cure a default if I am entitled to this notice. In the event of default, I will receive a pro rata rebate of the unearned insurance premiums. If you declare the balance of my loan due and payable, you have the rights and remedies provided for in any security agreement or Deed To Secure Debt that secures this loan, including the right to require me to pay any deficiency.

**ATTORNEY
CHARGES**

I will pay court costs and reasonable attorney's fees not in excess of 15% of the principal and interest owing on the indebtedness if you hire an attorney to (1) collect this loan; (2) protect your interest in the property I have given to assure payment of this loan.

PREPAYMENT

I have the right to make prepayments of principal at any time. When I make a prepayment, I will tell you on my payment coupon. All prepayments will be applied to applicable charges with the remainder to principal. If I make a principal prepayment there will be no changes in the due dates or changes to the amount of my monthly payment unless you agree in writing to those delays or changes. If I prepay in full, I will pay the principal balance remaining unpaid as of the date of prepayment plus accrued interest. If I prepay in full, whether by refinancing or otherwise, within 12 months of the date of this loan, I will receive a pro rata rebate of the loan fee, calculated as of the date of prepayment by pro rating the fee over the first 12 months of the loan. This means that you will earn 1/12 of the loan fee each month over the first 12 months of the loan, and the loan fee will be fully earned at the end of 12 months, subject to the "Maximum Yield Upon Prepayment" paragraph, below.

**MAXIMUM YIELD
UPON
PREPAYMENT**

It is agreed that the total of the Finance Charge, payable by me on my loan shall in no event exceed the equivalent of a rate of interest greater than 5% per month computed in accordance with Section 7-4-18, official Code of Georgia Annotated, 1992. Therefore, if I prepay this loan, if necessary, you will reduce, waive or refund the Prepaid Finance Charge, as shown on the Disclosure Statement, in the amount required so that your yield on this loan does not exceed 5% per month. This is the case regardless of whether my prepayment is voluntary or otherwise.

**PREPAYMENT
PENALTY**

Subject to the "Maximum Yield Upon Prepayment" paragraph, above, if real estate is given as security for this loan and if an amount in excess of 20% of the original principal balance is prepaid in any 12-month period within 5 years of the loan date, I agree to pay a prepayment penalty in an amount equal to 6 months interest on the amount prepaid in excess of 20% of the original principal balance. However, this provision shall not apply if I prepay the loan in full with the proceeds of another loan from you or one of your affiliates.

**DELAY IN
ENFORCEMENT**

You can delay enforcing your rights under this loan agreement without losing them. If I default in complying with any of the terms of my loan and you do not declare the loan balance immediately due and payable, this does not mean you cannot do so in the future if I default again.

SECURITY

This loan agreement is secured by a Deed To Secure Debt of even date. I agree to pay the actual costs you incur in recording a release or satisfaction of this security instrument when my loan is paid in full.

ARBITRATION

The parties have on this date entered into a separate Arbitration Agreement, the terms of which are incorporated herein and made a part hereof by reference.

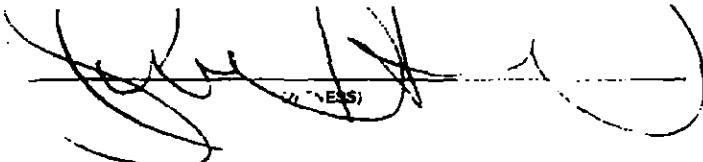
The following Notice is applicable if the proceeds of this loan are applied in whole or in substantial part for the purchase of goods or services from a seller who 1) refers consumers to the creditor, or 2) is affiliated with the creditor by common control, contract, or business arrangement.

NOTICE

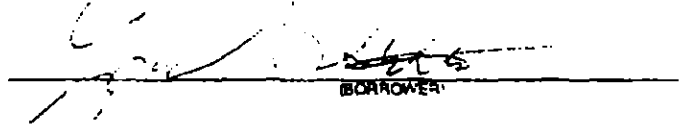
ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If this loan is secured solely by residential real estate, the Alternative Mortgage Transaction Parity Act of 1982 governs certain provisions of this loan.

I acknowledge receipt of a completely filled-in copy of this loan agreement.



WITNESS



BORROWER

BORROWER

Book 29273 Pg 265
 Recorded Jul-17-2000 12:32pm
 2000-0152662
 Juanita Hicks
 Clerk of Superior Court
 Fulton County, Georgia

GEORGIA INTANGIBLE TAX PAID
 \$ 258.00
 T 1233666

LOAN DATE 07/07/00
 LOAN AMOUNT \$85,666.12
 MATURITY DATE 07/12/10
 INTANGIBLE TAX \$258.00

JUL 14 2000

JUANITA HICKS, CLERK
 CLERK, FULTON
 COUNTY, GEORGIA
 C. Young
 DEPUTY CLERK

RETURN TO:

ASSOCIATES FINANCIAL SERVICES

2650 DALLAS HWY., SUITE 160

MARIETTA, GA 30064

Deed To Secure Debt

STATE OF GEORGIA

FULTON County.

THIS INDENTURE, Made this 7TH day of JULY, 2000, between

LAWRENCE WHISTLER, AKA LARRY D. WHISTLER and KATHY WHISTLER

of FULTON County, State

of GEORGIA (hereinafter called the "Grantor"), and ASSOCIATES FINANCIAL SERVICES OF AMERICA, INC.

with a mailing address of 2650 DALLAS HWY STE 160, MARIETTA, GA 30064 of

FULTON County, State of GEORGIA (hereinafter called the "Grantee").

WITNESSETH: Grantor is indebted to Grantee in the sum of \$ 85,666.12 with interest thereon, evidenced by a loan agreement or loan contract of even date herewith signed by Grantor payable to Grantee or order, with final payment being due on

As security for payment of said indebtedness, Grantor hereby grants, bargains, sells and conveys unto the Grantee, its successors and assigns, the following described property, to-wit:

SEE EXHIBIT "A"

together with all buildings, improvements and fixtures thereon, together with all plumbing, heating and lighting fixtures attached thereto or used in connection therewith, and together with all rights, members, appurtenances and easements thereto belonging or in any wise appertaining, and together with all timber growing thereon.

This deed is given subject to BANK OF AMERICA

(Note prior liens, if any.)

TO HAVE AND TO HOLD said property unto said Grantee, its successors and assigns, forever in fee simple; and Grantor hereby represents and warrants that he has good and merchantable title to said property and the right to give his deed and that said property is free of any lien, claim or encumbrance whatever except such, if any, as may be set out above, and Grantor shall and will forever warrant and defend the title.

...shall have the right to recover without and without the due thereto against the
 vital claims of all persons whomsoever.

This instrument is a deed passing title pursuant to the laws of the State of Georgia governing security deeds. It is not a mortgage; and is made and
 ended to secure the payment of said indebtedness, any renewals, thereof and such additional sums thereafter loaned by the Grantee to the Grantor
 and interest thereon.

Grantor will keep the improvements now existing or hereinafter erected on the premises insured against loss or damage by fire and other hazards and
 risks included within the scope of a standard extended coverage endorsement, and such other hazards as Grantee may require, in such amounts and
 such periods as Grantee may require, and in an insurance company or insurance companies acceptable to Grantee. All insurance policies and
 renewals shall designate Grantee as a loss payee and shall be in a form acceptable to Grantee. Grantor hereby confers full power on Grantee to settle
 and compromise all loss claims on all such policies; to demand, receive, and receipt for all proceeds becoming payable thereunder; and, at Grantee's
 option, to apply same toward either the restoration or repair of the premises or the payment of the note. Any application of such proceeds toward
 payment of the note shall not extend or postpone the due date of monthly installments due under the note.

If Grantor fails to perform the covenants and agreements contained in this Deed, including, without limitation, covenants to pay taxes, procure
 insurance, and protect against prior liens, Grantee may at its option, but shall not be required to, disburse such sums and take such actions necessary to
 pay such taxes, procure such insurance, or otherwise to protect Grantee's interest. Any amount disbursed by Grantee hereunder shall be an additional
 obligation of Grantor secured by this Deed. Unless Grantor and Grantee agree otherwise, all such amounts shall be payable immediately by Grantor
 on notice from Grantee to Grantor, and may bear interest from the date of disbursement by Grantee at the lesser of the rate stated in the note or the
 highest rate permissible by applicable law. Nothing contained in this paragraph shall require Grantee to incur any expense or take any action
 whatsoever.

Form REV. 10-60 (L.S.)

<input checked="" type="checkbox"/>	ORIGINAL (1)
<input type="checkbox"/>	BORROWER COPY (1)
<input type="checkbox"/>	RETENTION COPY (1)

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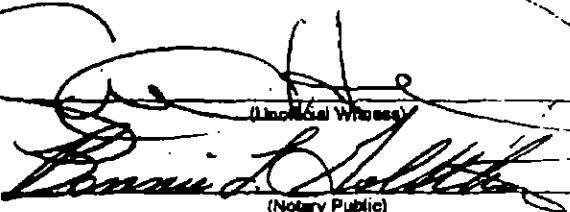
Unless prohibited under state law, as additional security, Grantor hereby gives to and confers upon Grantee the right, power, and authority, during the continuance of this deed, to collect the rents, issues, and profits of said property, reserving unto Grantor the right, prior to any default by Grantor in payment of any indebtedness secured hereby or in performance of any agreement hereunder, to collect and retain such rents, issues and profits as they become due and payable. Upon any such default, Grantee upon giving written notification to the Grantor or his successors, etc., may either in person, by agent, or by attorney to be appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and remove any personal property of any part thereof, in his own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less allowable expenses of collection of such rents, issues and profits, and the application thereof aforesaid, shall not constitute any default or notice of default hereunder or invalidate any act done pursuant to such notice.

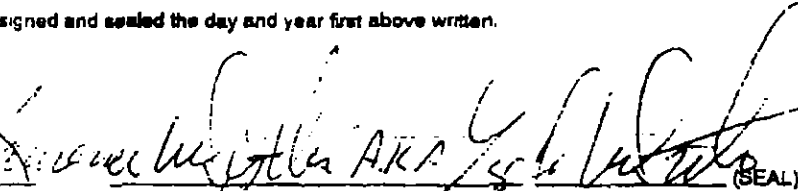
Should default occur in any prior deed to secure debt of record or in the prompt payment of any part of the indebtedness hereby secured or in the prompt performance of any of Grantor's covenants or obligations hereunder, or of any covenant or obligation contained in any note hereby secured (time being hereby made of the essence hereof), or should Grantor sell or transfer the property without the Grantee's prior written consent, said Grantee, its successors or assigns, may at its option declare the entire indebtedness hereby secured immediately due and payable and if this occurs, the Grantee, its successors or assigns, may sell all or any part of said property for the purpose of paying the indebtedness hereby secured, any such sale to be advertised and conducted at the time and place and in the usual manner of Sheriff's sales in the County in which said property or a part thereof is located, all other notice being hereby waived by Grantor, and may make the purchaser or purchasers thereof a good and sufficient deed to said property, divesting out of Grantor all right, title, interest and equity he may have in said property and vesting the same in the purchaser or purchasers. Said Grantee, its successors and assigns, may bid and purchase at such sale. Said deed may contain recitals of the happening of the events and the performance of the conditions necessary to make such sale valid, and any such recitals shall be binding and conclusive on Grantor, his heirs, successors and assigns. Said Grantee, its successors and assigns and any officer, agent or attorney thereof, is hereby appointed the true and lawful attorney-in-fact of Grantor to hold such sale and to make such deed. The powers and agencies herein conferred, being coupled with an interest, shall be irrevocable by death or otherwise. The proceeds of any such sale shall be applied first on the cost and expense of such sale and the indebtedness hereby secured, including reasonable attorney's fees not in excess of 15% of the principal and interest owing on the indebtedness, and the balance, if any, returned to Grantor, his heirs or assigns. If, however, there is a prior deed to secure debt, Grantor irrevocably assigns to Grantee such balance to the extent necessary to satisfy the balance due on the loan secured by this instrument. Immediately upon any such default said Grantee, its successors or assigns, shall be authorized to enter upon said premises and collect the rents therefrom to apply on the indebtedness hereby secured, and all tenants are hereby authorized and directed to pay all rent direct to said Grantee, and said Grantee, its successors and assigns, shall be entitled to a receiver to take charge of said property, regardless of the insolvency of Grantor and the value of said property and of any adequate remedy at law, and Grantor hereby consents to the appointment of a receiver. The possession of Grantor or any one holding under Grantor after any such sale shall be that of tenant holding over, and he may be summarily dispossessed as such. The rights and remedies herein granted are cumulative of those provided by law.

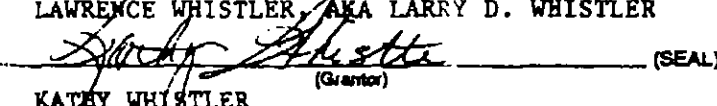
If this deed is signed by more than one person, each, jointly and severally, undertakes all obligations hereunder, and singular words shall be construed as plural wherever appropriate. Masculine words shall include the feminine or neuter. The word "Grantor" wherever used herein shall include the heirs, administrators, assigns and successors in interest of each Grantor, and the word "Grantee" shall include the successors and assigns of said Grantee.

IN WITNESS WHEREOF, Grantor has caused this deed to be signed and sealed the day and year first above written.

Signed, sealed and delivered in the presence of:

 (Notary Public)

 (Grantor)
LAWRENCE WHISTLER, AKA LARRY D. WHISTLER

 (Grantor)
KATHY WHISTLER

(Notary Seal) N.P. SEAL

Notary Public, Carroll County, Georgia

My commission expires: Oct. 12, 2002

The debt which this instrument was given to secure having been paid in full, this instrument is hereby cancelled and the Clerk of the Superior Court of _____ County, Georgia, is hereby authorized and directed to mark it satisfied and cancelled of record.

This _____ day of _____

(Lender Corporation Name)

ay/

Branch Manager

Dead Book 29273 Pg 266
|||||

After Recorded, Return To:

007905

000018.05
266
|||||

Notice to Filer

Rule 5005-1 of the Local Rules for the United States Bankruptcy Court for the Northern District of Georgia contains a provision that requires all papers filed with the Court to be on 8 ½ by 11 inch paper. The pertinent language of the local rule is as follows:

5005-1. Format Requirements

The following provisions govern pleadings and papers filed in the Bankruptcy Court:

(a) Paper. All pleadings and other papers, including motions, notices, orders and attachments thereto, shall be presented for filing on white opaque paper of good quality, 8½ by 11 inches in size.

The attachments to the document that you have filed with the Court do not meet the above requirement. Therefore the attachments are being returned to you. The document has been processed by the Clerk's Office; however, if you wish to make the attachments part of the record of the Court, you will be required to *file an additional document*, which will include the attachments on 8 ½ by 11 inch paper. Do not return this notice as part of your amendment.

W. Yvonne Evans
Clerk of Court

FILED IN CLERK'S OFFICE
U.S. BANKRUPTCY COURT
NORTHERN DISTRICT
OF NEW YORK

02 APR 12 PM 4:42

BY W. J. [Signature]
DEPUTY CLERK

**THIS SPACE IS FOR
COURT USE ONLY**

World Financial Network National Bank**PO Box 182871****Columbus, OH 43272-3324****4/1/2002****Account Holder****SS#: 477565986****Name: WHISTLER, KATHLEEN****Bankruptcy Information****Case#: 0291266swc-13****Court: ATLANTA****Chapter: 13****File Date: 2/4/02****341A:**

[Account No.]	
5856373009875357	
New Balance	\$641.97
Available Credit	0.00
[ENTER AMOUNT ENCLOSED]	

INCLUDE YOUR ACCOUNT NUMBER ON CHECK AND MAKE PAYABLE TO:

World Financial Network National Bank

CARDMEMBER NAME	ACCOUNT NUMBER	CREDIT LINE	AVAILABLE CREDIT	STATEMENT DATE
KATHLEEN WHISTLER	5856373009875357	\$0.00	0.00	4/1/02

DATE	DESCRIPTION OF TRANSACTION	AMOUNT
		\$641.97
	TOTAL:	\$641.97

STATEMENT SUMMARY

FORM B10 (Official Form 10)(4/01)

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIAName of Debtor
Lawrence Whistler
Katherine WhistlerCase Number
02-91266 swc
Chapter 13FILED IN U.S. BANKRUPTCY COURT
NORTHERN DISTRICT OF GEORGIA

PH 3-08

Name of Creditor (The person or other entity to whom the debtor owes money or property):

Dillard National Bank
P.O. Box 52051
Phoenix, Arizona 85072-2051

- ☐ Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars.
- ☐ Check box if you have not received any notices from the bankruptcy court in this case.
- ☒ Check box if the address differs from the address on the envelope sent to you by the court.

CLERK EVAN

DEPUTY CLERK

THIS SPACE IS FOR COURT USE ONLY

Telephone Number: 1800 451 8612

Account or other number by which creditor identifies debtor:

7575000 810 482000

Check here if ☐ replaces this claim ☐ amends a previously filed claim, dated _____

1. Basis for Claim

- ☒ Goods sold
- ☐ Services performed
- ☐ Money loaned
- ☐ Personal injury/wrongful death
- ☐ Taxes
- ☐ Other _____

- ☐ Retiree benefits as defined in 11 U.S.C. § 1114(a)
- ☐ Wages, salaries, and compensation (fill out below)
- Your SS #: _____
- Unpaid compensation for services performed from _____ to _____ (date) (date)

2. Date debt was incurred:

2-1-96

3. If court judgment, date obtained:

Sale 6-60

4. Total Amount of Claim at Time Case Filed:

\$ Sale 6-60

If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below.

☐ Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.

5. Secured Claim.

☐ Check this box if your claim is secured by collateral (including a right of setoff).

Brief Description of Collateral:

- ☐ Real Estate ☐ Motor Vehicle
- ☐ Other _____

Value of Collateral: \$ _____

Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____

6. Unsecured Priority Claim.

☐ Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____

Specify the priority of the claim:

- ☐ Wages, salaries, or commissions (up to \$4,650),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3).
- ☐ Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4).
- ☐ Up to \$ 2,100* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6).
- ☐ Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507(a)(7).
- ☐ Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8).
- ☐ Other - Specify applicable paragraph of 11 U.S.C. § 507(a)().

*Amounts are subject to adjustments on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.

THIS SPACE IS FOR COURT USE ONLY

7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim.

8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary.

9. Necessary Copies For Filing: You are required to file, with the Clerk's Office only, the original plus one copy of this proof of claim form.

10. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy (in addition to the copy required in item 9) of this proof of claim.

Date: 5/27/02 Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any):

JOY Kronmeyer

Failure to include a duplicate of your claim may delay the processing of your claim.

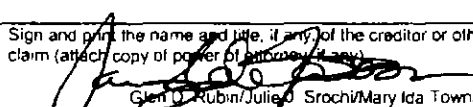
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

FEB 12 2004

ACCT NO 7575-0008-1048- '00(00) NAME WHISTLER						INTERCEPT CODE	98	
REPRINT STMT _____						BILLING STATEMENT FOR JAN 2002	BILLING CYCLE	26
						CYCLE INDEX	92	
DATE	STORE	REG	TXN #	TRCD/DPTCLS	DESCRIPTION	AMOUNT	BILL DTE 01/26/02	
0126	00000	0000	00000	4900	*FINANCE CHARGE	4.99	PREV BAL	
				CS604	- NO MORE TRANSACTIONS		591.61	
						PAYMENTS	.00	
						CHARGES	.00	
						CREDITS	.00	
						FNCE CHG	4.99	
						NEW BAL	596.60	
						DUE DTE	02/21/02	
						SCH PYMT	13.00	
						IF PYMT	596.60	
						PAST DUE	39.00	
						TOTL DUE	52.00	
						CRDT LMT	.00	
						AVAILCRD	596.60-	
						BAL SFCG	594.02	

CP: _____ CT: _____ M: _____

PF2-STATEMENT ADDR
D: _____

United States Bankruptcy Court Northern District of Georgia		PROOF OF CLAIM	
In re (Name of Debtor) Lawrence Whistler and Kathleen Whistler		Case Number 02-91266 Chapter 13	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor BANK OF AMERICA ITS SUCCESSORS AND/OR ASSIGNS		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and Address Where Notices Should be Sent: Bank of America Bankruptcy Department 101 E. Main St., Suite 400 Louisville, KY 40202 (502) 566 5100		THIS SPACE IS FOR COURT USE ONLY	
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 26859769		Check here if this claim <input type="checkbox"/> replaces a previously filed claim, dated _____ <input type="checkbox"/> amends	
1. BASIS FOR CLAIM <input type="checkbox"/> Goods Sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned (Real Estate Mortgage) <input type="checkbox"/> Personal Injury/Wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other (Describe briefly) _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Your social security number _____ Unpaid compensation for services performed from _____ (date) to _____ (date)			
2. DATE DEBT WAS INCURRED September 15, 1998		3. IF COURT JUDGMENT, DATE OBTAINED:	
4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.			
<input checked="" type="checkbox"/> SECURED CLAIM \$229,848.53* Attach evidence of perfection of security interest: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe Briefly) _____ Amount of arrearage and other charges at time case filed included in secured claim above, if any: \$12,528.16		<input type="checkbox"/> Wages, salaries, or commissions (up to \$4000),* earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier--11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contributions to an employee benefit plan--11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1,800* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use--11 U.S.C. § 507(a)(6) <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child--11 U.S.C. § 507(a)(7) <input type="checkbox"/> Taxes or penalties of government units--11 U.S.C. § 507(a)(8) <input type="checkbox"/> Other--Specify applicable paragraph of 11 U.S.C. § 507(a) _____ *Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.	
<input type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ _____ A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim. <input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim: _____ * this is an estimated figure and is not to be relied upon as a payoff statement			
5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED <div style="display: flex; justify-content: space-between;"> (Unsecured) \$229,848.53* (Secured) _____ (Priority) _____ </div> <div style="text-align: right;"> \$229,848.53* Total </div> <input checked="" type="checkbox"/> Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.			
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.		THIS SPACE IS FOR COURT USE ONLY	
7. SUPPORTING DOCUMENTS. Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
8. TIME-STAMPED COPY: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
Date June 11, 2002	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any).  Glen D. Rubin/Julie Srochi/Mary Ida Townson/Karrollanne K. Cayce/Trace G. Wynn Agent for Bank of America Its Successors and/or Assigns		

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

IN RE:)
) CASE NO. 02-91266
Lawrence Whistler) CHAPTER 13
Kathleen Whistler) JUDGE Stacey W. Cotton
)

EXHIBIT A

ITEMIZATION OF CLAIM OF BANK OF AMERICA, ITS SUCCESSORS AND/OR
ASSIGNS

Total Arrearage as of 2/4/2002

• Regular Monthly Installments of \$ 1,851.03 September 2001 through February 2002	\$ 11,106.18
• Late Charges	377.80
• Pre-Petition Escrow Shortage	58.76
• Pre-Petition Attorney Fees and Costs	965.17
• Inspection Fees	20.25

TOTAL ARREARAGES \$ 12,528.16

Effective 5/1/2002 the monthly payment amount is \$ 1,873.71.

Please forward all payments to Bank of America, Bankruptcy Department, 101 E. Main St., Suite 400, Louisville, KY 40202.

Please forward all correspondence and court pleadings to McCalla, Raymer, Padrick, Cobb, Nichols & Clark, National Bankruptcy Department, 1544 Old Alabama Road, Roswell, Georgia 30076-2102, 770-804-0400. File No. BAKY-02-00822, Property Address : 425 Red Jacket Way , Alpharetta, GA 30005 .

GEORGIA, FULTON COUNTY
FILED AND RECORDED

98 SEP 22 AM 8:30

JUANITA HICKS
CLERK, SUPERIOR COURT**Please Return To:**J. Gregory Kala, Esq.
Suite 310
1050 Crown Pointe Pkwy
Atlanta, GA 30338
(404) 671-8500**After Recording Please Return To:**

NationsBanc Mortgage Corporation

[Company Name]

Attn: Nancy Korosi/Loan Review

[Name of Natural Person]

2059 Northlake Parkway

[Street Address]

Tucker, GA 30084

[City, State ZIP]

GEORGIA INTANGIBLE RECORDING
TAX PAID \$ 682.50
CERTIFICATE # 162135
JUANITA HICKS, CLERK OF
SUPERIOR COURT, FULTON COUNTY
M. Parker 9-22-98
Deputy Clerk

[Space Above This Line for Recording Data]

Loan No.: 26859769

SECURITY DEED

THIS SECURITY DEED ("Security Instrument") is given on September 15, 1998. The grantor is LAWRENCE WHISTLER, MARRIED NOT JOINED HEREIN BY SPOUSE

("Borrower"). This Security Instrument is given to NationsBanc Mortgage Corporation

which is organized and existing under the laws of The State of Texas, and whose address is P.O. Box 35140, Louisville, KY 40232

("Lender"). Borrower owes Lender the principal sum of two hundred twenty seven thousand one hundred fifty and NO/100ths Dollars (U.S. \$ 227,150.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on October 1, 2028. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby grant and convey to Lender and Lender's successors and assigns, with power of sale, the following described property located in Fulton County, Georgia:

See Exhibit "A" attached hereto and incorporated herein by reference.

Initials: *JK*

Georgia Security Deed-Single Family-Fannie Mae/Freddie Mac UNIFORM INSTRUMENT
THE COMPLIANCE SOURCE, INC.

To Order Call: (972) 980-2178 • Fax (972) 392-2891
www.compliance-source.com

Form 3011 09/90
(page 1 of 6 pages)
14001GALCS 02/98

BOOK 25340 PAGE 149

IN THE UNITED STATES BANKRUPTCY COURT
FOR THE NORTHERN DISTRICT OF GEORGIA
ATLANTA DIVISION

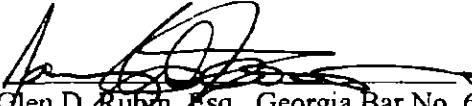
IN RE:)
) CASE NO. 02-91266
Lawrence Whistler) CHAPTER 13
Kathleen Whistler) JUDGE Stacey W. Cotton
)

CERTIFICATE OF SERVICE

I hereby certify that a true and correct copy of the foregoing Proof of Claim
has been served by First Class Mail, postage pre-paid, upon the following parties in
interest on the _____ day of June, 2002.

Debtor's Attorney:

David L Miller
3340 Peachtree Rd NE
Suite 2615
Atlanta, GA 30326


Glen D. Rubin, Esq., Georgia Bar No. 618365
Julie J. Srochi, Georgia Bar No. 003714
Mary Ida Townson, Georgia Bar No. 715063
Karrollanne K. Cayce, Georgia Bar No. 428978
Tracie G. Wynn, Georgia Bar No. 779555

File No. BAKY-02-00822

THIS LAW FIRM IS ACTING AS A DEBT COLLECTOR ATTEMPTING TO COLLECT A DEBT.
ANY INFORMATION OBTAINED MAY BE USED FOR THAT PURPOSE.

FORM B10 (Official Form 10) (4/98)

CHAPTER 13-BONE, JAMES

068668510-N-N

UNITED STATES BANKRUPTCY COURT		NORTHERN DISTRICT OF GEORGIA	DISTRICT OF GEORGIA	PROOF OF CLAIM
Name of Debtor WHISTLER, LAWRENCE		Case Number 02-91266-SWC		
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.				
Name of Creditor (The person or other entity to whom the debtor owes money or property): FEDERATED MACYS		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.		
Name and address where notices should be sent: TSYS DEBT MGMT., INC. PO BOX 6700 NORCROSS, GA 30091		Telephone number: (800) 209-9161 Account or other number by which creditor identifies debtor: 1146000294772		
1. Basis for Claim <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____		<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS #: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)		
2. Date debt was incurred: 09/25/96		3. If court judgment, date obtained:		
4. Total Amount of Claim at Time Case Filed: If all or part of your claim is secured or entitled to priority, also complete Item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.		\$ 579.92		
5. Secured Claim <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ Value of Collateral: \$ _____ Amount of arrearage and other charges at time case filed included in secured claim, if any: \$ _____		6. Unsecured Priority Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$4,300), *earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507 (a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a)(4). <input type="checkbox"/> Up to \$1,950* of deposits toward purchase, lease, or rental of property or services for personal, family or household use - 11 U.S.C. § 507 (a)(6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child - 11 U.S.C. § 507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to government units - 11 U.S.C. § 507 (a)(8). <input type="checkbox"/> Other - Specify applicable paragraphs of 11 U.S.C. § 507 (a) (____). *Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.				THIS SPACE IS FOR COURT USE ONLY
Date 06/05/02	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): J. Salazar TSYS DEBT MGMT., INC.			
Penalty for presenting fraudulent claim: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 8571.				

 FILED IN CLERK'S OFFICE
 U.S. BANKRUPTCY COURT
 NORTHERN DISTRICT
 OF GEORGIA

JUN -7 PM 4:24

 WYVONNE EVERETS
 CLERK
 DEPUTY CLERK

STATEMENT OF ACCOUNTS

TODAY'S DATE 06/05/02

CREDITOR:

ID 1146000294772
FEDERATED MACYS
PO BOX 6700
NORCROSS, GA 30091

DEBTOR:

ID 068668510
WHISTLER, LAWRENCE
425 RED JACKET WAY
ALPHARETTA GA 30005

DEBTOR SSN#	BANKRUPTCY CASE	PLACED	TDM FILE#	DEBITS	CREDITS
163-44-3689	02-91266-SWC	02/16/02	068668510	579.92	

BALANCE AS OF 02/04/02 \$579.92

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF GEORGIA		(Atlanta)	PROOF OF CLAIM
Name of Debtor: Kathleen A Whistler SSN: 477565986	Case Number: 0291266-SWC Chapter: 13 Trustee Name: James Bone		FILED IN CLERK'S OFFICE U.S. BANKRUPTCY COURT NORTHERN DISTRICT OF GEORGIA 02 JUN -7 PM 12: 30 W. YVONNE EVANS CLERK <i>[Signature]</i> DEPUTY CLERK THIS SPACE IS FOR COURT USE ONLY
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" of payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503			
Name of Creditor (The person or other entity to whom the debtor owes money or property): Sherman Acquisition LP dba RESURGENT ACQUISITION.	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input checked="" type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.		
Name and address where notices should be sent: Resurgent Capital Services P. O. Box 10587 Greenville, SC 29603-0587 Telephone No. (864) 235-7336	Account or other number by which creditor identifies debtor: C77W03411055238		
Check here <input type="checkbox"/> replaces if this claim: <input type="checkbox"/> amends a previously filed claim, dated			
1. BASIS FOR CLAIM: <input type="checkbox"/> Good sold <input type="checkbox"/> Services performed <input type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input checked="" type="checkbox"/> Other UNSECURED CHARGE OFF			
<input type="checkbox"/> Retiree benefits as defined in 11 U.S.C § 1114 (a) <input type="checkbox"/> Wages, salaries, and compensations (Fill out below) Your social security number _____ Unpaid compensations for services performed from _____ to _____ (date) (date)			
2. DATE DEBT WAS INCURRED: 2/19/2002		3. IF COURT JUDGEMENT, DATE OBTAINED:	
4. Total Amount of Claim at Time Case Filed: \$1,202.32 If all or part of your claim is secured or entitled to priority, also complete item 5 or 6 below. <input type="checkbox"/> Check this box if claim includes interest or other charges in addition to the principal amount of the claim. Attach itemized statement of all interest or additional charges.			
5. SECURED CLAIM <input type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). Brief description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other Value of Collateral: \$ Amount of arrearage and other charges at time case filed included in secured claim, if any \$	6. UNSECURED PRIORITY CLAIM <input type="checkbox"/> Check this box if you have an unsecured priority claim Amount entitled to priority \$ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries, or commissions (up to \$4000) earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507 (a) (3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507 (a) (4). <input type="checkbox"/> Up to \$ 1,800* of deposits toward purchase, lease or rental of property or services for personal, family, or household use - 11 U.S.C. § 507 (a) (6). <input type="checkbox"/> Alimony, maintenance, or support owed to a spouse, former spouse, or child 11 U.S.C. § 507 (a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507 (a) (8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507 9 (a) _____. *Amounts are subject to adjustment on 4/1/98 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.		
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements, and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach summary. 9. Date-Stamped Copy: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			THIS SPACE FOR COURT USE ONLY
Date: 6/6/2002	Sign and print name and title of the creditor or other person authorized to file this claim <i>Joyce Montjoy</i> Joyce Montjoy, Recovery Manager of Resurgent Capital Services		
Penalty for presenting fraudulent claim: Fine of up to \$500.00 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571			

**UNSECURED PROOF OF CLAIM
ACCOUNT DETAIL**

BANKRUPTCY CASE NO. 0291266-SWC
ACCOUNT NO. C77W03411055238

BORROWER INFORMATION

BORROWER NAME: Kathleen A Whistler
SSN: 477565986
STREET ADDRESS: 425 Red Jacket Way
CITY, STATE ZIP Alpharetta, GA 300054246

CREDITOR INFORMATION

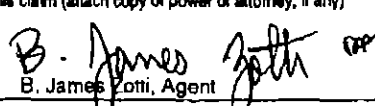
Sherman Acquisition LP dba RESURGENT ACQUISITION
C/O RESURGENT CAPITAL SERVICES INC.
P.O. BOX 10587
GREENVILLE, SC 29603

PREVIOUS CREDITOR: General Electric Capital Corp
ALTERNATE CREDITOR NAMES: Regular Wal-Mart

ACCOUNT INFORMATION

PRODUCT: UNSECURED CHARGE OFF
INTEREST RATE: 0.00
CHARGE-OFF DATE: 2/19/2002
TOTAL AMOUNT DUE: \$1,202.32

B10 (Official Form 10)

United States Bankruptcy Court NORTHERN District of GA		PROOF OF CLAIM 13
In re (Name of Debtor) LAWRENCE WHISTLER		Case Number 0291266SWC
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property) CAPITAL ONE BANK	<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court:	
Name and Address Where Notices Should be Sent CAPITAL ONE BANK P.O. Box 85167 Richmond, VA 23285	THIS SPACE IS FOR COURT USE ONLY	
Telephone No. 1-800-846-9966		
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 5291151893231900		Check here if this claim <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends
1. BASIS FOR CLAIM <div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other (Describe briefly) </div> <div style="width: 45%;"> <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Your social security number _____ Unpaid compensation for services performed from _____ (date) to _____ (date) </div> </div>		
2. DATE DEBT WAS INCURRED Account Opened: 03/27/2001 C/O Date: 02/21/2002		3. IF COURT JUDGMENT, DATE OBTAINED:
4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured Nonpriority, (2) Unsecured Priority (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.		
<div style="display: flex;"> <div style="width: 45%;"> <input type="checkbox"/> SECURED CLAIM \$ _____ Attach evidence of perfection of security interest Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) </div> <div style="width: 45%;"> <input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim <input type="checkbox"/> Wages, salaries, or commission (up to \$4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contribution to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other - Specify applicable paragraph or 11 U.S.C. § 507 (a) _____ </div> </div>		
Amount of attorneys and other charges at time case filed included in secured claim above, if any \$ _____		
<input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ 647.13 A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.		
5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED. \$ <u>647.13</u> (Unsecured) \$ _____ (Secured) \$ _____ (Priority)		
<input type="checkbox"/> Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.		
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.		THIS SPACE IS FOR COURT USE ONLY
7. SUPPORTING DOCUMENTS: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.		
8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		
Date 06/04/2002	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any) <div style="text-align: center;">  B. James Zotti, Agent </div>	

Penalty for presenting fraudulent claim: Fine up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

NORTHERN DISTRICT OF GA1
75 SPRING ST SW #1340
ATLANTA, GA 30303
Case #: 0291266SWC

Primary Debtor: LAWRENCE WHISTLER
Account #: 5291151893231900

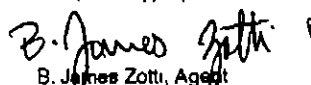
CAPITAL ONE BANK

Account Summary for Proof of Claim (See next page)

TOTAL CHARGES

Principal:	337.52
Interest & Fees:	309.61
Balance as of Petition Date:	647.13

B10 (Official Form 10)

United States Bankruptcy Court		PROOF OF CLAIM	
NORTHERN District of GA		V3	
In re (Name of Debtor) KATHLEEN A WHISTLER		Case Number 0291266SWC	
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.			
Name of Creditor (The person or other entity to whom the debtor owes money or property) CAPITAL ONE BANK		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.	
Name and Address Where Notices Should be Sent CAPITAL ONE BANK P.O. Box 85167 Richmond, VA 23285			
Telephone No. 1-800-846-9966			
ACCOUNT OR OTHER NUMBER BY WHICH CREDITOR IDENTIFIES DEBTOR: 5291151863160451		Check here if this claim <input type="checkbox"/> replaces a previously filed claim, dated: _____ <input type="checkbox"/> amends	
1. BASIS FOR CLAIM <input type="checkbox"/> Goods sold <input type="checkbox"/> Services performed <input checked="" type="checkbox"/> Money loaned <input type="checkbox"/> Personal injury/wrongful death <input type="checkbox"/> Taxes <input type="checkbox"/> Other (Describe briefly) <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (Fill out below) Your social security number _____ Unpaid compensation for services performed from _____ (date) to _____ (date)			
2. DATE DEBT WAS INCURRED Account Opened: 02/03/2001 C/O Date: 02/21/2002		3. IF COURT JUDGMENT, DATE OBTAINED:	
4. CLASSIFICATION OF CLAIM. Under the Bankruptcy Code all claims are classified as one or more of the following: (1) Unsecured Nonpriority, (2) Unsecured Priority, (3) Secured. It is possible for part of a claim to be in one category and part in another. CHECK THE APPROPRIATE BOX OR BOXES that best describe your claim and STATE THE AMOUNT OF THE CLAIM AT TIME CASE FILED.			
<input type="checkbox"/> SECURED CLAIM \$ Attach evidence of perfection of security interest Brief Description of Collateral: <input type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other (Describe briefly) Amount of arrearage and other charges at time case filed included in secured claim above, if any \$ _____		<input type="checkbox"/> UNSECURED PRIORITY CLAIM \$ _____ Specify the priority of the claim <input type="checkbox"/> Wages, salaries, or commission (up to \$4000), earned not more than 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3) <input type="checkbox"/> Contribution to an employee benefit plan - 11 U.S.C. § 507(a)(4) <input type="checkbox"/> Up to \$1800 of deposits toward purchase, lease, or rental of property or services for personal, family, or household use - 11 U.S.C. § 507(a)(6) <input type="checkbox"/> Taxes or penalties of governmental units - 11 U.S.C. § 507(a)(7) <input type="checkbox"/> Other - Specify applicable paragraph or 11 U.S.C. § 507 (a) _____	
<input checked="" type="checkbox"/> UNSECURED NONPRIORITY CLAIM \$ <u>673.78</u> A claim is unsecured if there is no collateral or lien on property of the debtor securing the claim or to the extent that the value of such property is less than the amount of the claim.			
5. TOTAL AMOUNT OF CLAIM AT TIME CASE FILED: \$ <u>673.78</u> (Unsecured) \$ _____ (Secured) \$ _____ (Priority)		\$ <u>673.78</u> (Total)	
<input type="checkbox"/> Check this box if claim includes charges in addition to the principal amount of the claim. Attach itemized statement of all additional charges.			
6. CREDITS AND SETOFFS: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. In filing this claim, claimant has deducted all amounts that claimant owes to debtor.		THIS SPACE IS FOR COURT USE ONLY	
7. SUPPORTING DOCUMENTS. Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, or evidence of security interests. If the documents are not available, explain. If the documents are voluminous, attach a summary.			
8. TIME-STAMPED COPY: To receive an acknowledgement of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.			
Date 06/04/2002		Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any)  B. James Zotti, Agent	

Penalty for presenting fraudulent claim: Fine up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 3571.

NORTHERN DISTRICT OF GA1
75 SPRING ST SW #1340
ATLANTA, GA 30303
Case #: 0291266SWC

Primary Debtor: KATHLEEN A WHISTLER
Account #: 5291151863160451

CAPITAL ONE BANK

Account Summary for Proof of Claim (See next page)

TOTAL CHARGES

Principal:	305.33
Interest & Fees:	368.45
Balance as of Petition Date:	673.78

FORM B10 (Official Form 10) (4/01)

UNITED STATES BANKRUPTCY COURT <u>DIST OF GA</u> DISTRICT OF <u>GA</u>		PROOF OF CLAIM
Name of Debtor <u>Larry D. Whistler</u>		Case Number <u>0291266</u>
NOTE: This form should not be used to make a claim for an administrative expense arising after the commencement of the case. A "request" for payment of an administrative expense may be filed pursuant to 11 U.S.C. § 503.		
Name of Creditor (The person or other entity to whom the debtor owes money or property): <u>CitiFinancial/CitiBank/Associates/</u> <u>Kentucky Finance/Avco</u> <u>Investment Recovery</u> <u>P.O. Box 17099</u> <u>Baltimore, MD 21297</u> Telephone number: <u>1-800-401-9836</u>		<input type="checkbox"/> Check box if you are aware that anyone else has filed a proof of claim relating to your claim. Attach copy of statement giving particulars. <input type="checkbox"/> Check box if you have never received any notices from the bankruptcy court in this case. <input checked="" type="checkbox"/> Check box if the address differs from the address on the envelope sent to you by the court.
Account or other number by which creditor identifies debtor: <u>09080202903</u> SS# <u>163-44-3689</u>		Check here if this claim <input type="checkbox"/> replaces <input type="checkbox"/> amends a previously filed claim, dated: _____
1. Basis for Claim <input type="checkbox"/> Goods Sold <input type="checkbox"/> Services Performed <input checked="" type="checkbox"/> Money Loaned <input type="checkbox"/> Personal Injury/Wrongful Death <input type="checkbox"/> Taxes <input type="checkbox"/> Other _____ <input type="checkbox"/> Retiree benefits as defined in 11 U.S.C. § 1114(a) <input type="checkbox"/> Wages, salaries, and compensation (fill out below) Your SS #: _____ Unpaid compensation for services performed from _____ (date) to _____ (date)		
2. Date debt was incurred: <u>7/12/00</u>		3. If court judgment, date obtained: _____
4. Total Amount of Claim at Time Case Filed: <u>\$79,573.37</u>		
<input type="checkbox"/> This claim is a General Unsecured Claim, unless otherwise indicated in section 5 or 6 below.		
5. Secured Claim. <input checked="" type="checkbox"/> Check this box if your claim is secured by collateral (including a right of setoff). \$ _____ value of collateral. Brief Description of Collateral: <input checked="" type="checkbox"/> Real Estate <input type="checkbox"/> Motor Vehicle <input type="checkbox"/> Other _____ If plan proposes separate treatment for Prepetition Arrearages, the amount of that arrearage is \$ <u>6551.38</u> Set forth how this arrearage was computed below: Back Payments: <u>5 mths x 123542</u> Late Charges: \$ _____ Attorney Fees: \$ _____ Foreclosure: \$ _____ Other (specify): \$ _____		6. Priority Unsecured Claim. <input type="checkbox"/> Check this box if you have an unsecured priority claim. Amount entitled to priority \$ _____ Specify the priority of the claim: <input type="checkbox"/> Wages, salaries or commissions (up to \$4,650),* earned within 90 days before filing of the bankruptcy petition or cessation of the debtor's business, whichever is earlier - 11 U.S.C. § 507(a)(3). <input type="checkbox"/> Contributions to an employee benefit plan - 11 U.S.C. § 507(a)(4). <input type="checkbox"/> Up to \$2,100* of deposits toward purchase, lease or rental of property or services for personal, family or household use - 11 U.S.C. § 507(a)(6). <input type="checkbox"/> Alimony, maintenance or support owed to a spouse, former spouse or child - 11 U.S.C. § 507(a)(7). <input type="checkbox"/> Taxes or penalties owed to governmental units - 11 U.S.C. § 507(a)(8). <input type="checkbox"/> Other - Specify applicable paragraph of 11 U.S.C. § 507(a)(____). <small>*Amounts are subject to adjustment on 4/1/04 and every 3 years thereafter with respect to cases commenced on or after the date of adjustment.</small>
7. Credits: The amount of all payments on this claim has been credited and deducted for the purpose of making this proof of claim. 8. Supporting Documents: Attach copies of supporting documents, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, court judgments, mortgages, security agreements and evidence of perfection of lien. DO NOT SEND ORIGINAL DOCUMENTS. If the documents are not available, explain. If the documents are voluminous, attach a summary. 9. Date-Stamped Copy: To receive an acknowledgment of the filing of your claim, enclose a stamped, self-addressed envelope and copy of this proof of claim.		THIS SPACE IS FOR COURT USE ONLY
Date <u>7/5/02</u>	Sign and print the name and title, if any, of the creditor or other person authorized to file this claim (attach copy of power of attorney, if any): <u>Lisa Handwerker</u> - Bankruptcy Representative	
Penalty for presenting fraudulent claim: Fine of up to \$500.00 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 and 357.1.		

 FILED IN CLERKS OFF.
 U.S. BANKRUPTCY COURT
 NORTHERN DISTRICT
 OF GEORGIA

02 SEP -3 PM 4: 22

W. YVONNE EVANS
CLERK

DEPUTY CLERK

THIS SPACE IS FOR COURT USE ONLY

JUL-05-02 10:01 FROM: CITIFINANCIAL CORP

10.7764165742M

PAGE 1/1

DISCLOSURE STATEMENT

RECORD
1ST & 2ND MORTGAGEBORROWER (Called "you" or "your")
WIMPTER, LARRY D425 RED JACKET WAY
ALPHARETTA GA 30005-4246

CO-BORROWER

LENDER (Called "we" or "us")
AMERICAN FINANCIAL SERVICES OF
AMERICA, INC
2630 DALLAS HWY SUITE 160
MARIETTA GA 30064

DATE OF LOAN

07/07/00

ACCOUNT NUMBER

0304888

ANNUAL
PERCENTAGE
RATEThe cost of your
credit as a yearly rate.

14.32 %

FINANCE
CHARGEThe dollar amount the
credit will cost you.

\$ 71040.88

Amount
FinancedThe amount of credit
provided to you or on
your behalf.

\$ 80061.80

Total of
PaymentsThe amount you will have
paid after you have made all
payments as scheduled.

\$ 151102.68

Your Payment Schedule will be:

Number of Payments	Amount of Payments	When Payments Are Due
1	\$ 1348.32	08/15/00
119	\$ 1258.44	Monthly, beginning 09/15/00
000	\$ 0.00	Monthly, beginning 09/00/00
000	\$ 0.00	Monthly, beginning 00/00/00
000	\$ 0.00	Monthly, beginning 00/00/00

VARIABLE RATE: If this is a variable interest rate loan, this transaction has a variable rate feature for which variable rate disclosures have been provided earlier.

LATE CHARGE: If a payment is more than 10 days late, you will be charged 5% of the payment, but not more than \$25.00. However, if this is a Discounted Fixed Rate or Variable Rate loan, this late charge will not be assessed unless your payment is more than 15 days late.

PREPAYMENT: If you pay off early, you ☒ may ☐ will not have to pay a penalty. You may be entitled to a rebate of part of the Prepaid Finance Charge.SECURITY: ☒ You are giving a security interest in your real estate located at: 425 RED JACKET WAY ALPHARETTA GA
☐ You are giving a security interest in the real estate being purchased and which is located at: _____

ASSUMPTION: If this loan is a purchase money transaction, someone buying your home may, subject to conditions, be allowed to assume the remainder of the mortgage on the original terms.

See your contract documents for additional information about non-payment, default, any required repayment of your indebtedness in full before the scheduled date, prepayment refunds and security interests.

INSURANCE:

Credit insurance is not required to obtain this loan and will not be provided unless you sign below. Insurance provided by the Creditor may be issued by an affiliated company which expects to profit from the insurance.

TYPE	TERM OF INSURANCE	PREMIUM	SIGNATURE
Single Credit Life Insurance	120 months, beginning on the Effective Date of Insurance	\$ 2035.80	I want single credit life insurance.
Joint Borrower Credit Life Insurance	_____ months, beginning on the Effective Date of Insurance	\$ 0.00	We want joint borrower credit life insurance.
Credit Accident and Health Insurance	036 months, beginning on the Effective Date of Insurance	\$ 1026.00	I want credit accident and health insurance.
Involuntary Unemployment Insurance	_____ months, beginning on the Effective Date of Insurance	\$ 0.00	I want involuntary unemployment insurance.

CANCELLATION OPTION: You may cancel all, but not part of, the credit insurance coverage on this loan by returning the credit insurance certificates to the office where the loan was made. The unearned credit insurance premium will be credited to your account. If cancellation occurs within 18 days from the above date, the entire credit insurance premium will be credited to your account. Even though a credit is made to your account because the credit insurance is cancelled, you will still be obligated to continue making payments on your loan as scheduled.

NOTICE: SEE OTHER SIDE FOR ADDITIONAL PROVISIONS

I have received a copy of this statement.

Borrower

DATE

Borrower

DATE

<input checked="" type="checkbox"/> ORIGINAL (1)
<input type="checkbox"/> BORROWER COPY (1)
<input type="checkbox"/> CO-BORROWER COPY (1)

Broker Fee Paid by Borrower	\$	8.00	(1)
Closing Fee	\$	0.68	(2)
Loan Fee	\$	5604.32	(3)
TOTAL UNPAID FINANCE CHARGE	\$	5604.32	(1) + (2) + (3)

JUL-06-00 10:01 FROM: CITY FINANCIAL CORP

ID: 7761257000

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FINANCIAL

**Loan Agreement
(SECURITY AGREEMENT)**GEORGIA
161 S MAIN STREETASSOCIATES FINANCIAL SERVICES OF
AMERICA, INC.

2610 2650 DALLAS HWY SUITE 160 MARLBOROUGH, MA

ACCOUNT NO.	0304889	DATE	07/07/00	PRIN. PAYMENT TO	07/15/10	INTEREST PAY TO	\$1.00	FINANCIAL CHARGE	
APPROVED BY	WHTOTLER, LARRY D			PRIN. PAYMENT TO	0.00	INTEREST PAY TO	5104.32		71040.88
ADDRESS	425 RFD JACKET WAY			PRIN. PAYMENT TO	2035.80	INTEREST PAY TO	1078.00		80061.80
CITY	ALPHARETTA			PRIN. PAYMENT TO	\$1.00	INTEREST PAY TO	8566.12		151102.68
STATE	GA			PRIN. PAYMENT TO		INTEREST PAY TO			08/15/00
ZIP	30005-4246								

"I", "me" and "my" refer to the Borrower(s) and Co-Borrower(s) named above. "You" and "your" refer to the Lender named above.

Full PAYMENT I promise to pay you at your office, the principal balance together with interest figured at the Agreed Rate of Interest checked below until fully paid.

I will pay principal and interest by making payments each month. I will make my payments as set forth in the Payment Schedule. Payments will be made every month beginning on the first payment date stated above until the loan is fully paid. If there is no such date in any month that follows, payment will be made on the last day of that month.

My monthly payments will be applied to interest before principal. If, still two amounts under the Note on the maturity date, I will pay these amounts in full on that date.

PAYMENT SCHEDULE Monthly Payment(s) in the amount(s) shown below will be due as shown below. (For Variable Rate Loans, this Schedule may change.)

\$ 1348.32 beginning on 08/15/00; followed by \$ 1258.44 beginning on 09/15/00; followed by \$ 9.00 beginning on 09/01/00; followed by \$ 9.00 beginning on 09/01/00; followed by \$ 9.00 on 09/01/00.

AGREED RATE OF INTEREST Whichever boxes are checked, the corresponding provision applies.

FIXED RATE: ☒ The Agreed Rate of Interest on my loan is 12.54 % per annum.

DISCOUNTED FIXED RATE: ☐ The Agreed Rate of Interest on my loan is _____ % per annum. However, for the first _____ payment periods of my loan term, the Agreed Rate of Interest will be _____ %.

VARIABLE RATE: ☐ THIS IS A VARIABLE INTEREST RATE LOAN AND THE AGREED RATE OF INTEREST WILL INCREASE OR DECREASE WITH CHANGES IN THE INDEX. The index is the "Bank Prime Loan Rate" published in the Federal Reserve Board's Statistical Release H-15. The Agreed Rate of Interest is determined by the sum of the index plus a margin.

CURRENT RATE: The index as of the last business day of _____ is _____ %, my margin is _____ %, therefore my current Agreed Rate of Interest is _____ % per year.

My Agreed Rate of Interest is subject to change when the value of the index changes as set forth below. The rate cannot increase or decrease more than _____ % in any year. In no event, however, will the rate ever be less than _____ % per year nor more than _____ % per year.

MONTHLY RATE CHANGE/ANNUAL PAYMENT CHANGE: ☐ The Agreed Rate of Interest is subject to change the 15th day of every month if the Bank Prime Loan Rate, as of the last business day of the preceding month, has increased or decreased by at least 1/4 of a percentage point from the rate for the previous month. Adjustments in the Agreed Rate of Interest will be given effect by changing the dollar amounts of the remaining monthly payments in the month following the anniversary date of the loan and every 12 months thereafter so that the total amount due under this Loan Agreement will be paid by the final payment date, excluding any balloon payment, if applicable. Lender waives the right to any interest rate increase after the last anniversary date prior to the last payment due date of the loan. The rate will not change before the First Payment Due Date.

SEMI-ANNUAL RATE CHANGE/SEMI-ANNUAL PAYMENT CHANGE: ☐ The Agreed Rate of Interest is subject to change on the sixth payment due date and every sixth month thereafter if the Bank Prime Loan Rate, as of the last business day of the month preceding the previous month, has increased or decreased by at least 1/4 of a percentage point from the rate for the previous six month period. Adjustments in the Agreed Rate of Interest will be given effect by changing the dollar amounts of the remaining monthly payments on the sixth payment due date and every sixth month thereafter so that the total amount due under this Loan Agreement will be paid by the final payment date, excluding any balloon payment, if applicable.

DISCOUNTED RATE (APPLIES ONLY TO LOANS SUBJECT TO SEMI-ANNUAL CHANGE): ☐ However, until my sixth payment due date, my Agreed Rate of Interest is discounted and will be _____ % per year.

Beginning with the sixth payment due date, the Agreed Rate of Interest will be determined by adding the margin to the index as of the last business day of the month preceding the previous month and my payment will change. Thereafter, the Agreed Rate of Interest and payment will increase or decrease on the twelfth payment due date and every six months thereafter as stated in the paragraph immediately above.

Page 4 of 8

NOTICE: See other side for additional loan terms.

ORIGINAL (1)
BORROWER COPY (1)
CO-BORROWER COPY (1)

44442 REV. 11/00

44442-10

JUL-06-04 10:56 FROM: CITI **ANNUAL GSW** **10-7761267604** **PAGE 6/7**
AT LIT **I agree to pay in** **for liability at the Agreed Rate of Interest**

MATURITY INTEREST

LATE CHARGES If any payment is more than 10 days past due, I agree to pay a late charge in an amount equal to 5% of the payment, but not more than \$25.00. However, if my loan agreement provides for a Discounted Fixed Rate or a Variable Rate, this late charge will not be assessed unless my payment is more than 15 days late.

DEFAULT I will be in default if I fail to pay any payment or part of a payment on time or if I default on any of the terms of any security agreement or Deed To Secure Debt which secures my loan.

If I default, you have the right to declare the entire unpaid amount of my loan immediately due and payable without giving me notice of the default or asking me to pay. If this loan agreement is secured by a mobile home, I will be given a notice of right to cure a default if I am entitled to this notice. In the event of default, I will receive a pro rata rebate of the unearned insurance premiums. If you declare the balance of my loan due and payable, you have the rights and remedies provided for in any security agreement or Deed To Secure Debt that secures this loan, including the right to require me to pay any deficiency.

ATTORNEY CHARGES I will pay court costs and reasonable attorney's fees not in excess of 15% of the principal and interest owing on the indebtedness if you hire an attorney to: (1) collect this loan; (2) protect your interest in the property I have given to secure payment of this loan.

PREPAYMENT I have the right to make prepayments of principal at any time. When I make a prepayment, I will tell you on my payment coupon. All prepayments will be applied to applicable charges with the remainder to principal. If I make a principal prepayment there will be no changes in the due dates or changes to the amount of my monthly payment unless you agree in writing to those delays or changes. If I prepay in full, I will pay the principal balance remaining unpaid as of the date of prepayment plus accrued interest. If I prepay in full, whether by refinancing or otherwise, within 12 months of the date of this loan, I will receive a pro rata rebate of the loan fee, calculated as of the date of prepayment by pro rating the fee over the first 12 months of the loan. This means that you will earn 1/12 of the loan fee each month over the first 12 months of the loan, and the loan fee will be fully earned at the end of 12 months, subject to the "Maximum Yield Upon Prepayment" paragraph, below.

MAXIMUM YIELD UPON PREPAYMENT It is agreed that the total of the Finance Charge, payable by me on my loan shall in no event exceed the equivalent of a rate of interest greater than 5% per month computed in accordance with Section 7-4-13, Official Code of Georgia Annotated, 1982. Therefore, if I prepay this loan, if necessary, you will reduce, waive or refund the Prepaid Finance Charge, as shown on the Disclosure Statement, in the amount required so that your yield on this loan does not exceed 5% per month. This is the case regardless of whether my prepayment is voluntary or otherwise.

PREPAYMENT PENALTY Subject to the "Maximum Yield Upon Prepayment" paragraph, above, if real estate is given as security for this loan and if an amount in excess of 20% of the original principal balance is prepaid in any 12-month period within 5 years of the loan date, I agree to pay a prepayment penalty in an amount equal to 6 months interest on the amount prepaid in excess of 20% of the original principal balance. However, this provision shall not apply if I prepay the loan in full with the proceeds of another loan from you or one of your affiliates.

DELAY IN ENFORCEMENT You can delay enforcing your rights under this loan agreement without losing them. If I default in complying with any of the terms of my loan and you do not declare the loan balance immediately due and payable, this does not mean you cannot do so in the future if I default again.

SECURITY This loan agreement is secured by a Deed To Secure Debt of even date. I agree to pay the actual costs you incur in recording a release or satisfaction of this security instrument when my loan is paid in full.

ARBITRATION The parties have on this date entered into a separate Arbitration Agreement, the terms of which are incorporated herein and made a part hereof by reference.

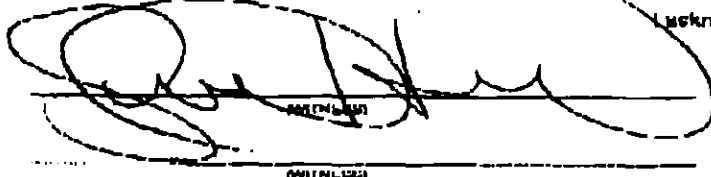
The following Notice is applicable if the proceeds of this loan are applied in whole or in substantial part for the purchase of goods or services from a seller who 1) refers consumers to the creditor, or 2) is affiliated with the creditor by common control, contract, or business arrangement.

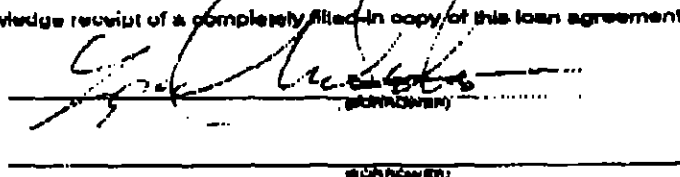
NOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

If this loan is secured solely by residential real estate, the Alternative Mortgage Transaction Party Act of 1982 governs certain provisions of this loan.

I acknowledge receipt of a completely filled-in copy of this loan agreement.


 (Borrower)


 (Lender)

10-776126-1000
FILED
RECORDED JUL 17 1966
JUANITA HICKS
CLERK OF SUPERIOR COURT
FULTON COUNTY, GEORGIA

GEORGIA INTANGIBLE TAX PAID
\$ 00
TAX REFUND \$ 1233666

JUL 14 2000

NTA HILLMAN CLARK
HILLMAN CLARK
CLARK, GEORGIA
[Signature]
DEPUTY CLERK

ASSOCIATES FINANCIAL SERVICES

2050 DALLAS HWY., SUITE 160

MARIETTA, GA 30064

STATE OF GEORGIA

FULTON County

THIS INDENTURE, Made this 7TH day of JULY, 2000, between

LAWRENCE WHISTLER, AKA LARRY D. WHISTLER and KATHY WHISTLER

of FULTON _____ County, State

of GEORGIA (hereinafter called the "Grantor"), and ASSOCIATES FINANCIAL SERVICES OF AMERICA, INC.

with a mailing address of 2650 DALLAS HWY RTE 160, MARBITTA, GA 30064

FULTON County, State of GEORGIA (hereinafter called the "County"),

WITNESSETH: Grantor is indebted to Grantee in the sum of \$ 85,666.17 with interest thereon, evidenced by a loan agreement or loan contract of even date herewith signed by Grantor payable to Grantee or order, with final payment being due on _____.

As security for payment of said indebtedness, Grantor hereby grants, bargains, sells and conveys unto the Grantee, its successors and assigns, the following described property, to wit:

SEE EXHIBIT "A"

together with all buildings, improvements and fixtures thereon, together with all plumbing, heating and lighting fixtures attached thereto or used in connection therewith, and together with all rights, interests, appurtenances and easements thereto belonging or in any wise appertaining, and together with all timber growing thereon.

This deed is given subject to HANK UP AMERICA

Please print name, if any.

TO HAVE AND TO HOLD said property unto said trustees, as successors and assigns, forever in fee simple; and Grantor hereby represents and warrants he has full power and authority to sell, convey and assign the above described property, and the right of his heirs and assigns, unto said trustees, who have accepted of the same, and he hereby covenants and warrants unto said trustees that he is the lawful owner of all persons whosoever.

This instrument is a deed passing title pursuant to the laws of the State of Georgia governing realty, and is not a mortgage, and is made and intended to secure the payment of said indebtedness, any renewals, thereof and such additional sums hereafter known by the parties to the Junior and Senior Debtor.

Grantor will keep the improvements now existing or hereinafter erected on the premises insured against loss or damage by fire and other hazards and risks included within the scope of a standard extended coverage endorsement, and such other hazards as Grantee may require, in such amounts and for such periods as Grantee may require, and in an insurance company or insurance companies acceptable to Grantee. All insurance policies and renewals shall designate the premises as in lease, and shall be in a form acceptable to Grantee. Grantor hereby confers full power on Grantee to settle and compromise all loss claims on all such policies; in default, however, of payment for all proceeds becoming payable thereunder, and, at Grantee's option, to apply same toward either the restoration or repair of the premises, or the payment of the note. Any application of such proceeds toward payment of this note shall not extend or postpone the due date of monthly installments due under the note.

11 Grantor covenants to perform the covenants and agreements contained in this Deed, including, without limitation, covenants to pay taxes, premiums, insurance, and provide agreed upon loans. Grantee may at its option, but shall not be required to, disburse such sums and take such action necessary to pay such taxes, premiums, and insurance, in order to protect Grantor's interest. Any amount disbursed by Grantee hereunder shall be an additional obligation of Grantee assumed by Bill Good. Unless Grantor and Grantee agree otherwise, all such amounts shall be payable immediately by Grantor upon notice from Grantor to Grantee, and may bear interest from the date of disbursement by Grantee at the lesser of the rate stated in the note or the highest rate permissible by applicable law. Nothing contained in this paragraph shall require Grantee to incur any expense or take any action whatsoever.

1	ORIGINAL (1)
	BORROWER COPY (1)
	ATTENTION COPY (1)

00001-05

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ZWIN 1ZSU CACSPlus WINDOWS 9ERS 08/22/02 13:34
 020108 09080202903 NFN UPD DSP PRI NEXT 09080202903
 LARRY D WHISTLER C/O DTE:06/25/02 DOB:01/01/51 WE HAVE:
 1026100304888100038N ZZ C/O AMT: 79573.37 SEC:3 BK
 425 RED JACKET WAY DTE LP:11/20/01 SSN:163443689 RESP COLL: BK1
 AMT LP: 700.00 ST IND:1 HOLD DATE: 10/05
 ALPHARETTA GA 30005 JUDGEMENT IND: 0 PREV A/C:1000380202812
 PV 770 750 0078 BK IND: 3 RECOVERY SCORE: 206
 BV 404 216 6962 0000 001 / 001 9LXH 07/05/02
 OPEN MATURES ORIG BAL APR PMT AMT BALANCE
 07/12/00 08/15/10 148250.40 0.000 1235.42 79573.37
 CASE NO:0291266 CHAPTER NO:13 DATE FILED:02/04/02
 BK COURT:DIST OF GA CLAIM DATE:07/05/02 CLAIM AMT: 79573.37
 BK CT PH: DISMISSED:___/___/___ DISCHARGE:___/___/___
 BANK ATY:DAVID MILLER TRUSTEE ATY:JAMES BONE
 ATY PH:4042311933 TRUSTEE PH:4045152555
 SECONDARY ACCOUNT HOLDER:___ 01 OF 02
 FILED SEC POC
 TXN/PMT DATE TIME AC P C RTE PROMISE 1 PROMISE 2 EX T COLL 3
 08/22/02 1334 9ERS 0079573
 07/05/02 1414 RV B13 10/05 * 9LXH 0079573
 07/05/02 1414 RV B13 9LXH 0079573
 07/05/02 0843 OC K O B30 07/10 * 9LXH 0079573
 1-MORE 2-MEN 3-OFF 10-NXT 11-LKU 13-MAP 14-DM 17-S/WK 18-S/DM 19-S/BWD 20-S/VW

Date: 8/22/ 2 Time: 02:42:38 PM

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ZSE2 1ZSU SECONDARY COLLECTION DATA 9ERS 08/22/02 13:34
 020108 09080202903 NFN UPD DSP PRI NEXT 09080202903
 LARRY D WHISTLER C/O DTE:06/25/02 DOB:01/01/51 WE HAVE:
 1026100304888100038N ZZ C/O AMT: 79573.37 SEC:3 BK
 425 RED JACKET WAY DTE LP:11/20/01 SSN:163443689 RESP COLL: BK1
 AMT LP: 700.00 ST IND:1 HOLD DATE: 10/05
 ALPHARETTA GA 30005 JUDGEMENT IND: 0 PREV A/C:1000380202812
 PV 770 750 0078 BK IND: 3 RECOVERY SCORE: 206
 BV 404 216 6962 0000 001 / 001 9LXH 07/05/02
 CHARGE OFF DATE 06/25/02 BANK IND 3 PREV ACCT 1000380202812
 CHARGE OFF AMT 79,573 ORIGINAL APR 0.000 LANG
 REQUEST CBR ? ORIGINAL TERM 120 CR SCORE 206
 REQUEST APPL FILE ? SSN 163-44-3689 STATEMENT IND 1

NO	DATE	PRINCIPAL	INTEREST	TOTAL	DESCRIPTION
01	11/20/01	0.00	700.00	700.00	PAYMENT
02	10/29/01	414.75	820.67	1,235.42	PAYMENT
03	07/18/01	433.41	825.03	1,258.44	PAYMENT
04	07/05/01	395.14	863.30	1,258.44	PAYMENT
05	06/13/01	391.04	867.40	1,258.44	PAYMENT
06	04/17/01	386.98	871.46	1,258.44	PAYMENT
07	03/15/01	382.96	875.48	1,258.44	PAYMENT
08	02/14/01	378.98	879.46	1,258.44	PAYMENT
09	01/12/01	375.05	883.39	1,258.44	PAYMENT

1-MORE 2-MEN 3-OFF 4-NOT 5-SEC 6-LG 7-HIS 8-PRI 9-TX 10-NXT 11-LKU 13-MAP 14-DM

Date: 8/22/ 2 Time: 02:42:39 PM